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MINUTE RECORD BOOK NO. 73

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KINGSTON PARK ASSOC.; Blair Lane (Mathias-Clarmarnic); June 11, 1983-------78-12
DAVID FISHER; Curdes Avenue between Buena Vista to the East, and Lawndale to the West on July 10, 1983---78-12
MARILYN CHAPMAN; 177 Meridian (Huffman-Putnam); July 3, 1983---------------78-12
JOHN DEHNER, INC.; Intersection at Cass & Third; June 7, 1983--------------78-12
ROBERT PENCE; 900 Thieme on June 18, 1983----------------------------------78-12
HAROLD HOOVER; Pemberton (State-Forest); June 12, 1983---------------------78-12
WILLIAM ARCHER; Fourth & Barthold, Fourth & Andrews, Spring & Andrews, & Spring & Barthold on June 11, 1983---78-12

BARRICADE PERMITS - continued

PEGGY YOUNKMAN; Pembroke at Westover & Pembroke at Indiana; 6/10/83--------78-12
SHODA SEWER SERVICE; 608 W. State; June 8, 9, & 10, 1983-------------------78-12
BETTY HETRICK; Donna Dr. (Interlaken-Maywood); June 26, 1983---------------78-12
BILL RUDIG; 800 S. Calhoun; June 14, 1983----------------------------------78-12
LAND EXCAVATING; Michigan Ave. (Reidmiller-Thompson) for three weeks beginning June 14, 1983--78-12
GLORIA UNDERWOOD; Smith (Pontiac-McKee); June 25, 1983---------------------78-12
ALLEN CO. 4-H CLUBS; Parnell at Coliseum parking lot, River Dr. at Parnell, Pleasant at both sides of State, Eade at State, Eade at Nettie, and, Pleasant at Nettie on July 24, 1983---79-12
SHODA SEWER SERVICE; 608 W. State (alley); June 15 - 21, 1983--------------79-12
JOHN DEHNER, INC.; Berry (Anthony-Hanover); 1 week beginning 6/21/83-------79-12
BROOKS CONST.; 3 lanes at Clinton & 3 lanes at Superior; 6/6 - 6/25, 1983--79-12
GREGG BORCHERDING; Arlington (Pettit-Maplegrove); June 25, 1983------------79-12
LAND EXCAVATING; Michigan Ave. (Thompson & Nelson); June 22-July 13, 1983--79-12
FORT WAYNE JAYCEES, Court St. (Main-Berry); July 16, 1983------------------94-4a
THREE RIVERS FESTIVAL; E & W Entrances of Freimann Parking Lot; July 7-17--94-4b
AMERICAN RED CROSS; Meters 109-112 on City-County Plaza; July 9-17, 1983---94-4c
THREE RIVERS COMMITTEE; E & W entrances of City-County Plaza; July 9-17----94-4d
TRI-KAPPA; Meters 67 & 68 in City-County Plaza; July 9-18, 1983------------94-4e
THREE RIVERS FESTIVAL; parking area under elevation Harrison to Calhoun on July 8 through July 10, 1983--94-4f
DEPT. OF ANIMAL CONTROL; Meters 106 & 107 on City-County Plaza; 7/9-7/17---94-4g
MIZPAH TEMPLE SHRINE; Calhoun St. on Friday, July 12, 1983-----------------95-4h
THREE RIVERS FESTIVAL; Barr & Superior Parking Lot; July 7-17, 1983--------95-4i
THREE RIVERS FESTIVAL; 6 parking spaces on S side of Freimann Square Parking Lot from July 7 - July 17, 1983--95-4j
PERFECTION BISCUIT; Old Ewing Rd. (Pearl-N Terminus), July 9-18, 1983------95-4k
PARKS & RECREATION; 12 various locations for Children's Parade, 7/16/83----95-4l
THREE RIVERS FESTIVAL; Calhoun (Wayne-Columbia), Harrison (Wayne-Columbia), Main (Clinton-Webster), and Berry (Clinton-Webster); July 17, 1983---------95-4m
THREE RIVERS FESTIVAL; Calhoun (Main-Berry); July 10, 1983-----------------95-4n
THREE RIVERS FESTIVAL; Calhoun (Berry-Columbia) and Main (Clinton-Harrison) on July 15, 1983--95-4o
WMEE & WQHK; Lake at Tecumseh, Clay at Main, E end of Columbia Street Bridge, Tennessee Bridge at both ends, Turner's Dr. at Parnell, Appleseed Dr. at Parnell, Baals from Parnell to Coliseum, Edgewater at Tecumseh, St. Joe Blvd. @ Tennessee, LaFort at Columbia, Loree at Columbia, and Oneida at Columbia; 7/10/83-----95-4p
THREE RIVERS FESTIVAL; Calhoun & Superior, Calhoun & Clinton, & Clair & Harrison on July 9, 1983---95-4q
JEANETTE BERGMAN; Winter (Creighton-Fisher), & Hurd (Reed-Lillie); 6/25----95-4r
AUBURN HOME IMPROVEMENTS; Dewald (Broadway-Fox) & Fox (Creighton-Poplar) on June 24 to July 7, 1983--95-4s
LAND EXCAVATING; Nelson Street (Michigan-Leland); 3 weeks beginning 6/29---95-4t
SHARITA WASHINGTON; Warsaw (Creighton-Taber); July 2, 1983-----------------95-4u
MOELLERING CONST.; Fairfield & Main; 2 weeks beginning June 29, 1983-------95-4v
WENDELL REINHART; Meters at 1516 Stophlet & 124 W. Wayne for 30 days beginning July 14, 1983---124-36
AUBURN HOME IMPROVEMENTS; Masterson (Harrison-Hoagland); 7/15 - 7/25/83---124-36
TRINITY METHODIST CHURCH; Putnam & Short, Putnam & Meridian, Meridian & Greenlawn, and, Greenlawn & Short on August 1, 1983---------------------------124-36
NEBRASKA NEIGHBORHOOD; Korte Paper Co. Parking Lot; July 11-17, 1983------125-36
BRUCE SMAKE; Springbrook (Pear Tree-Markwood); July 30, 1983--------------125-36
LAND EXCAVATING; Michigan Ave. (Nelson-Broadway); 7/13 - 8/3/83-----------125-36
CHANNEL 55; next to City-County Parking Lot & Intersection at Columbia & Calhoun on July 16, 1983---125-36
SHARITA WASHINGTON; DeWald (Hanna-Warsaw); July 8, 1983-------------------125-36
WFWO-FM; 300 E. Superior next to Bus Hut, July 9-17, 1983-----------------125-36
NEBRASKA NEIGHBORHOOD; Greenwood (Main-Illinois); Growth (Main-Morrison); on July 9, 1983, July 12, 1983 & July 16, 1983------------------------------125-36
SHIRLEY BROOKSHIRE; Robinwood (McKinnie-Baxter); August 20, 1983----------125-36
JOHN DEHNER, INC: N of Berry & Anthony to Wayne; July 11 & 12, 1983-------125-36
KRIS ASH; Lexington Court (Calhoun-Clinton); August 13, 1983--------------125-36
AFFORDABLE HOMES; Corner of Patrick & Louisedale, W & N bound lanes on July 13, to July 25, 1983---125-36
HELP, INC.; Clinton - Lafayette on July 17, 1983--------------------------125-36
AUBURN HOME IMPROVEMENTS; Masterson (Harrison-Hoagland); July 15-25, '83--126-36
RIETH-RILEY CONST.; Woodland (Lafayette-Calhoun); July 18-30, 1983--------126-36
BRIAN QUANDT; 216 S. Cornell Circle, July 18-22, 1983---------------------126-36
PENNY BRYAN; Owaissa Way (Nokomis-Manito Blvd); July 24, 1983------------126-36
DONNA BELCH; Kensington (State-Forest); August 7, 1983--------------------126-36
JANET BERGMAN; Walters St. (Maumee-E. Washington); July 23, 1983----------126-36
PETTIGREW & SONS; Alley behind Washington Grade School for 2 weeks beginning on July 19, 1983---126-36
SHERRY BROOKS; Winter (Colerick-Pontiac); August 13, 1983-----------------126-36
CAROL COLLENTINE; Arcadia Court (Webster-Hoagland); July 31, 1983---------126-36
MARY ALDRICH; Florida Dr. (Delaware-Nevada); August 14, 1983--------------126-36
DOUG HOPE; Arlington (Clairmont-Pasadena); August 13, 1983----------------126-36
MILLER-DAVIS CO.; Clint St. (Washington-Jefferson), Jefferson (Calhoun-Clinton) and, Calhoun (Jefferson-Washington); May 15 - November 1, 1983------------126-36
LAND EXCAVATING; Riedmiller (Hale-Guthrie) 3 weeks beginning 7/21/83------126-36

BARRICADE PERMITS - continued

LAND EXCAVATING; Guthrie (Riedmiller-Thompson); 3 weeks beginning 7/21---126-36
QUICK ACTION SEWER SERVICE; Pontiac & Harrison on July 22, 1983----------126-36
JOHN DEHNER, INC.; Wells & Third; 7/25 - 7/29, 1983----------------------126-36
JERRY MAZOK; Orchard Lane (Pinewood-Broadripple); August 6, 1983---------126-36
BEN ARNOLD; Hoagland At Brandriff, Bass at Prince, & Melita at Hoagland on July 30, 1983---126-36
RIETH-RILEY CONST.; Violet Ct. (Fairfield-Hoagland) 7/31 - 8/15, 1983----126-36
MARTIN INC.; Clinton (Washington-Jefferson); 1 wk. beginning 7/28/83-----126-36
MARTIN INC.; Jefferson (Calhoun-Clinton); 1 wk. beginning 7/27/83--------126-36
LAND EXCAVATING; Hale Ave. (Riedmiller-Phenie) including the intersection of Hale & Riedmiller and Hale & Phenie for 3 wks. beginning 8/1/83----------127-36
GRACE UNITED CHURCH OF CHRIST; Webster (Branning-Lexington); 8/20/83-----127-36

DEEDS

QUIT-CLAIM DEEDS

CHARLES N. BORDNER & MARCELL M. BORDNER for E 25' of Lot #57 of N. Sherwood Terrace Addition---46-4
JERRY RUSSO & JOSEPHINE MARY RUSSO for W 25' of Lot #57 of N. Sherwood Terrace Addition--46-5
ETHEL BREWER for Lot #10 L.M. Jones Subdivision of Out Lot #1 in Commissioners Addition to Lasellville, IN---109-9
DUPLICATION of Quit-Claim Deed for ETHEL BREWER--------------------------252-8

WARRANTY DEEDS

Received Warranty Deed for property Lot #42 in Fletcher's Outlot deed to HORACE LEE; total purchase price of $200 (located at 1439 S. Anthony Blvd)-------248-5

DRIVEWAY APPLICATIONS

6303 Wood Rim Run---------------1-3
1001 Larch Lane-----------------1-3
519 Mechanic--------------------1-3
665 Greenlawn-------------------7-3
3808 Hiawatha------------------13-2
1605 Huffman-------------------13-2
2921 Cambridge-----------------13-2
4125 Plaza Drive---------------13-2
1309 Illsley-------------------13-2
1001 Madison-------------------22-3
5703 Old Decatur Road----------22-3
817 Madison--------------------22-3
2832 Overlook Drive------------22-3
1002 Larch Lane----------------22-3
141 Collins--------------------22-3
1019 Archer--------------------32-1
1517 River Run----------------40-20
5212 Bedrock------------------40-20
5800 Mason Park Dr.-----------40-20
1701 Fairfield----------------40-20
2425 Springfield--------------40-20
1802 Hoagland-----------------40-20
Botannical Gardens-------------47-7
1614 Sprunger------------------47-7
1333 W. Main-------------------47-7
1600 Blk. of Taylor------------47-7
1905 Lathrop-------------------47-7
2816 Pinewood-----------------54-15
1121 W. Coliseum--------------61-24
3505 L. Huntington------------61-24
1648 Circle Dr.---------------61-24
2602 Hessen Cassel------------61-24
7208 Kumfer-------------------61-24
2014 Kenwood------------------61-24
514 Pinetree------------------61-24
4100 Columbia-----------------61-24
1743 Wells -------------------61-24
1140 Somerset-----------------61-24
2727 N. Clinton---------------61-24
1602 Crescent-----------------61-24
4100 Columbia-----------------61-24
4901 Salem--------------------72-18
3416 Daleview-----------------72-18
7719 Bisque Court-------------72-18
537 Packard-------------------72-18
7428 Kingsway-----------------72-18
3031 S. Monroe----------------72-18
5821 Countess------------------81-4
3353 Garland-------------------81-4
346 Dalgren--------------------81-4
2215 Wawonaissa Trail----------89-4
5814 Countess Drive------------89-4
318 W. Superior----------------89-4
505 Calhoun--------------------89-4
1508 Calhoun-------------------89-4
2631 Barnhart------------------89-4
1430 Michigan Avenue-----------98-5
200 blk. of Reed Rd.-----------98-5
2813 Knights Bridge-----------107-6
820 E. Sherwood---------------113-3
2821 Knightsbridge------------113-3
2181 Lindenwood---------------113-3
2814 Knightsbridge------------113-3
2135 Miner--------------------113-3
1702 W. State-----------------113-3
311 Edgeknoll-----------------113-3
1508 Calhoun------------------113-3
505 Calhoun-------------------113-3
715 Snowfall, Lot 63---------123-20
3907 Central-----------------143-26
304 Woodland-----------------143-26
915 Aurora Knoll Lane--------143-26
2237-2239 Versailles, #18----143-26
3901 Central-----------------143-26
3511 Kirkwood----------------143-26
717 Osage--------------------143-26
3523 Meda Pass---------------143-26
2801 Knightsbridge-----------143-26
1218 Kinsmoor----------------143-26
7409 Avalon Drive------------143-26
1010 Washington Center Rd.----147-8
4915 Indiana Ave.------------152-36
600 W. Main------------------152-36
1301 W. Washington Blvd.-----152-36
5520 Distribution Drive------152-36
5824 Sandra Lee Ave.---------152-36
111 E. Concord---------------159-20
2726 Knightsbridge-----------159-20
7105 Ardmore-----------------167-31
2609 Buckhurst Run-----------167-31
2903 Westbrook---------------167-31
1000 blk. of Calhoun---------167-31
7813 Weymouth----------------167-31
2236 Opeeche Way-------------167-31
7105 Ardmore-----------------167-31
2008 Phenie------------------173-24
1120 Kensington--------------173-24
3717 Mulbury Road------------173-24
4428 Winston Drive-----------173-24
7918 Weymouth Court----------173-24

DRIVEWAY APPLICATIONS - continued

7002 Bluffton Road------------179-20
2308 Knightsbridge Place------179-20
4747 Coldwater----------------179-20
2417 Knollridge---------------179-20
2420 Knollridge---------------179-20
4924 South Wayne--------------179-20
1636 Rumsey-------------------179-20
2824 Knightsbridge Place------179-20
1112 Kensington---------------179-20
2414 Knollridge Dr.-----------179-20
2107 Phenie Ave.--------------184-15
1923 Lawndale-----------------184-15
300 E. Washington Blvd.-------184-15
3421 E. State Blvd.-----------184-15
871 Anderson------------------187-24
1326 & 1334 W. Foster Pkwy----187-24
6318 & 6320 S. Calhoun--------187-24
628 Goshen--------------------187-24
1136 St. Joe Road-------------187-24
4010 Weisser Park-------------187-24
2001 Brooklyn Ave.------------193-21
3207 Maxim--------------------193-21
1031 Maxine-------------------193-21
817 W. Wildwood---------------193-21
3417 E. State Blvd.-----------193-21
333 E. Wayne------------------201-29
816 & 820 Prange--------------201-29
2020 Kenwood------------------201-29
630 W. Berry------------------201-29
3201 Broadway-----------------201-29
7505 Wohama-------------------201-29
5320 Distribution-------------201-29
5330 Distribution-------------201-29
831 Easton Trail--------------204-24
712 Snowfall Road-------------204-24
802 Larch Lane----------------204-24
1205 Lynn---------------------207-21
2001 Brooklyn Avenue----------207-21
4210 Winter-------------------207-21
2787 Maplecrest---------------213-31
1706 Ordway-------------------213-31
1118 S. Calhoun---------------213-31
2310 & 2312 Versaille---------213-31
2301 & 2304 Versaille---------213-31
2828 Autumn Leaf Lane---------213-31
1629 Edgewater----------------213-31
3540 Glencairn----------------213-31
3521 New Haven----------------218-22
2607 Busche Drive-------------223-22
1411 Pinehurst----------------223-22
4210 Drury Lane---------------223-22
5501 Tunbridge Crossing-------223-22
4939 Wisteria Lane------------223-22
1819 Kenwood------------------223-22
2402 Bellflower Lane----------232-35
1320 N. Anthony Blvd.---------237-37
800' W. Wells @ Louisedale----237-37
McKinley, 200' S of Covington-242-25
6910 Ordway-------------------242-25
5105 Industrial Road----------247-4
2787 Maplecrest Road----------247-4
7429 Wood Valley Drive--------254-22
1209 Reckeweg Road------------254-22
6279 E. State Blvd.-----------256-11
1403 Spy Run Avenue-----------265-13
2617 Buckhurst Run------------265-13
600 W. Main-------------------272-9

EASEMENTS

Received Release of Easement request from WATER POLLUTION CONTROL ENGINEERING for JOSEPH & AUDREY CLOSE, Block A Enterprise Center, Section I-----------------29-26
Received Water/Sewer Easement for vacation of East-West alley North of One Summit Square---151-26
Received Grants of Easements from ROBERT & JOAN JACKSON and EPIPHANY LUTHERAN CHURCH for Maplecrest Road Connection Feeder Main--------------------------157-11
Received Agreement for Sewer Easement between ROBERT E. & JUDITH R. POWELL, SCOTT & DEBBIE KUHN and CITY OF FORT WAYNE for Lots 261 & 262, Eastland Gardens Addition, Section B & West of Autumn Drive--------------------------------205-4
Received Uniform Land or Easement Acquisition for St. Joe Road Right-of-Way; property owners: WILLIAM R. & DORA L. COOPER for $600-----------------------210-1
Received Uniform Land or Easement Acquisition for St. Joe Road Right-of-Way; Property Owners: LINCOLN NAT'L BANK, c/o RONALD HACKETT for $12,950---------210-2
Received Uniform Land or Easement Acquisition for St.. Joe Road Right-of-Way; Owners: DONALD L. & DOROTHY M. DAWSON for $1,600----------------------------210-3
Received Uniform Land or Easement Acquisition for St. Joe Road Right-of-Way; Owner: J. ALAN BLODGETT presiding Bishop of Jesus Christ of Latter Day Saints for $5,850---210-4
Received Uniform Land or Easement Acquistion for St. Joe Road Right-of-Way; Onwers: DEAN E. & EVELYN A JUMP for $1,400---------------------------------210-8
Received Grant of Easement from CHARLES BOJRAB for water main; Maplecrest Road Connection Feeder Main---213-35
Received Grant of Easement for water main from WALLACE & RUTH BORCHELT for the Maplecrest Road Connection Feeder Main------------------------------------229-1
Received Partial Relase of Easement of Sanitary Sewer in Park West Shopping Center - SCOTT'S GROCERY BUILDING---230-1

ENCROACHMENTS

ANNA LEE SAYLOR, Lot 27 of Rockhill's Section Addition--------------------166-17
JEFFREY E. & MARILYN A HERMAN at 353 W. Pontiac---------------------------157-13
GEORGE & ROSEMAY LEBAMOFF and BORIS & MARIE KOSTOFF for S side of Lots # 3 & 4, Noel & Ewings Addition; 5' on public right-of-way on E side of Lots #2, Bonds 1st Addition, als Lot #7, Block #32, Ewings Addition, except N 64' for trees and landscaping---249-10

MISCELLANEOUS

Sewer reimbursement for 1707 Reckeweg Road from ELIASE E. ESCOBEDA for RAY LEE ANDERSON---15-17
Sewer reimbursement for Breconshire Addition, Section I from WESTBRIDGE CO. for DIVERSIFIED UTILITIES---15-18
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MISCELLANEOUS - Continued

Sewer Reimbursement for 7726 S. Hanna from RALPH WERLING for FORT WAYNE COMMUNITY SCHOOLS--28-5
Request for plans & specs for CHARLOTTE-REED RD. SANI. SEWER---------------48-12
MF-312 CRESCENT AVENUE IMPROVMENTS---------------------54-9, 132-8, 156-5, 183-8
206-2, 231-27, 240-3, 267-4
Pay request from ROBERT J. HOUSER for repair of alley approach on GROWTH AVENUE -- 71-11
Pay request from ROBT. L. KELLEY for '83 ABANDONED VEHICLE PROGRAM---------71-12
199-13, 199-14
Pay request from BONAR & ASSOCIATES for 1982 FLOOD DAMAGE REPAIRS----------71-16
Pay request from BONAR & ASSOCIATES for FLOOD DISASTER AGREEMENT-----------82-13
Sewer reimbursement for 7922 S. Hanna St. from THOMAS J. & CYNTHIA J. SHANK to FORT WAYNE COMMUNITY SCHOOLS---83-24
Sewer reimbursement for 2108 W. Washington Center Road from RAY PELZ for NORTHWEST WASHINGTON GROUP--84-25
HES-MG-HHS-200-9 COLISEUM SIGNAL INTERCONNECT-------90-15, 149-10, 234-18, 264-1
WATER STORAGE RESERVOIR & PUMPING FACILITY - COOK ROAD-----91-25, 142-17, 222-12
224-2, 227-5, 229-5, 231-30
Repairs to TRAFFIC ENGINEERING MAINTENANCE BUILDING-------------------------94-3
SWINNEY PARK AREA SANITARY SEWER - URBAN PARKS & RECREATION RECOVERY PROGRAM program grant--102-36
Sewer reimbursement for 4822 Project Drive from WATER/SEWER SERVICES to ALLEN COUNTY ASSOC. FOR RETARDED CITIZENS---109-27
Feasibility Study for DREDGING OF THE CONFLUENCE-----------110-31, 117-26, 271-3
COMBINATION SEWER OVERFLOW PROJECT-------------------------------118-27, 241-8
Appraisal of HANNA SCHOOL PROPERY---118-30
TRAFFIC ENG. SIGN SHOP, N wall repair--------130-16, 156-2, 164-2, 179-19, 210-6
Request from WATER ENG. to extend water main on HOLBROOK------------------134-25
Public Works Contract for Special Attorney Services between CITY UTILITIES and ROBERT L. THOMPSON, JR. ---134-28
Request for plans & specs for CLINTON STREET TRAFFIC BARRIER---------------137-2
Pay request from NATIONAL SERV-ALL for yearly survey on services----------141-11
Pay request from ALLEN COUNTY HIGHWAY DEPT. for construction of the left turn lanes on W. JEFFERSON BLVD. at GETZ & COVINGTON---------------------------141-12
Pay request from TURNBELL ENG. CO. for improvement of RUNNION-LEESBURG-LINDENWOOD RR CROSSINGS, GROUP 4, PHASE I-------------------------------149-12, 202-7
M-F720 RUDISILL BLVD. (Lafayette-Harrison)-----------------154-5, 154-6, 223-24
Board approval for BLOCK PARTY PERMIT FORM ------------------------------157-15
Request WPC ENG. to investigate existing sewer system, FALSTAFF SANI. SEWER relocation and/or rehabilitation--160-24
Pay request from McNAMEE, PORTER & SEELEY for WATER WORKS IMPROVEMENTS-----164-4
Contract for Special Attorney Services with ROBERT L. THOMPSON for GENERAL TELEPHONE CO. end user charges--167-27
Contract for Special Attorney Services with ROBERT J. THOMPSON for INDIANA & MICHIGAN insulation financing program------------------------------------167-28
Request from WPC ENG. to authorize WPC MAINTENANCE to investigate cleaning - flushing program on legal drain from CRESTWOOD through ST. JOE RIVER; and to investigate storm water problems in same area----------------------------168-38
Request from WPC ENG. for extension of time for ST. JOE STUDY AREA, SPY RUN STUDY AREA, NORTH MAUMEE STUDY AREA, & JUNK DITCH STUDY AREA---------------178-8
Pay request from STREET ENG. for services performed on COMMUNITY DEVELOPMENT & PLANNING projects, 1/3/83 - 7/9/83---------------------------------------177-2
Sewer reimbursement from NEW WATER/SEWER SERVICES to HAGERMAN REALTY CORPORATION for 2402-2480 Lake Avenue---178-12
Sewer reimbursement from NEW WATER/SEWER SERVICES to ALLEN CO. ASSOC. FOR RETARDED CITIZENS for 4821 Project Drive---178-13
Revised Area Connection Fee Form for ST. JOE STUDY AREA-----------180-27, 237-35
ER-F704 Installation of guardrail along TILLMAN ROAD-----------------------183-9
ER-F864 Resurfacing of ST. JOE BLVD ---------------------------------------183-9
Pay request from T-G EXCAVATING for 186-10
Pay reqeust from RONALD E. GETTEL for ST. JOE RD. RIGHT-OF-WAY appraisal--187-25
Certification of Resolutions to the BOARD OF PUBLIC WORKS of the City of Fort Wayne by the CLERK TO THE BOARD OF PUBLIC WORKS--------------------------195-1a
Letter of Indemnification between the CITY OF FORT WAYNE and KEKIONGA DEVELOPMENT CORPORATION---195-1b
Proposal from COLE, MATTOT, RILEY for A/E Services for Roofing projects at TECHNICAL SERVICES LABORATORY, 401 E. Masterson & DIGESTING PLANT, 2601 Dwenger Ave. (Water Resources Facilities)---200-23
Pay request from CLYDE E. WILLIAMS for BYPASS COMPUTER SYSTEM EVAL. STUDY--206-3
AQUATROL VARIABLE FREQUENCY DRIVE CONTROLS-------------------------------208-27
Request from INDIANA WILDLIFE AUTHORITY for use of acreage adjacent to HUMANE SHELTER and WATER POLLUTION CONTROL PLANT--------------------------------209-34
FASSON project in Centennial Industrial Park--------------209-35, 231-24, 232-34
Appointment of Selection Committee for COOK RD. INDUST. & RESEARCH CTR.---212-25
Renewal of lease for HANNA-CREIGHTON NEIGHBORHOOD ASSOC. of OLD FIRE STATION #9, $1 lease payment submitted---212-26
Pay request from BUTLER, FAIRMAN & SEUFERT for ST. JOE ROAD (SR #37)------217-11
Pay request from MOAKE SHELDON KRATZAT THOMPSON DEARING & ASSOCIATES to ALL AMERICAN CITY INVESTORS for ITT COOK RD. FACILITY----------------------------223-20
Pay request from ERNEST KENNELL for removal of refuse, etc. on FOREST AVENUE at COLISEUM---226-13

MISCELLANEOUS - Continued

Pay request from NEENAH FOUNDRY COMPANY for 100 sets of storm sewer castings; from Street Engineering--230-18
Received Protective Covenants - Restriction & Limitations for CENTENNIAL INDUSTRIAL PARK - SECTION III---231-31
Received Appraisal valuation of Bareland Lot at 1439 SOUTH ANTHONY BOULEVARD; appraised at $150--235-30
Request from ANN OXLEY, CHANNEL 39, for reduction in area sanitary sewer connection fees---237-36
Received report from CITY UTILITIES for 1983 Write-Offs requesting approval to write off to the reserves---239-19
Request from WPC re: WHEATRIDGE INVESTORS, INC. to assign their reimbursement fees to BONAR & ASSOCIATES: WHEATRIDGE SEWER REIMBURSEMENT CONTRACT---------248-6
Request from WATER RESOURCES for authorization for QUARTER CENTURY CLUB'S ANNUAL DINNER MEETING---262-15
Pay request for DALMAN ROAD IMPROVEMENTS to FORT WAYNE BOARD OF AVIATION COMMISSIONERS---286-11
Received final plans & specs for NORTHWEST RESERVOIR & PUMPING STATION from BONAR & ASSOCIATES--270-15
Authorization to WPC MAINTENANCE to install a catch basin and complete surface restoration for KNIGHT LEATHER COMPANY, 2777 Sherman Blvd.------------------272-9

MISCELLANEOUS - SALE OF CITY PROPERTY

3608 IOWA COURT & 3637 UTAH DRIVE------------------------------------70-5, 110-33
459 E. CREIGHTON---124-32
BARELAND TRACT, Barr St. Lot 2 & N 10' of Lot 3 HANNA'S ADD.--------110-34, 141-5
G.E. generator at HOSEY DAM--145-31
1 acre of City land E of Lot 1 in RICHARDS RIVERVEIW ADDITION-------------268-13

MISCELLANEOUS - CIVIC CENTER PARKING GARAGE

Pay request for $77,376.00 from MILLER-DAVIS----------------------------------7-4
Pay request for $239,799.00 from MILLER-DAVIS (retainage $25,644.00)--------41-28
Pay request for $4,224.00 from GIBSON-TOURNEY-KIM--------------------------41-29
Received invoice for the material from ERIE HAVEN to relocate Street Lighting & Traffic Facilities for the new addition to the Parking Garage on the north side of Jefferson between Calhoun & Clinton---73-30
Pay request for $8,976.00 from GIBSON-TOURNEY-KIM---------------------------77-8
Pay request for $602,652.00 from MILLER-DAVIS-------------------------------77-9
Pay request for $147,280.00 from MILLER-DAVIS-----------------------------110-30
Pay request for $7,920.00 from GIBSON-TOURNEY-KIM--------------------------146-5
Pay request for $386,121.00 from MILLER-DAVIS------------------------------146-6
Over-payment of retention for $78,835.00 to MILLER-DAVIS-------------------147-7
Pay request for $214,042.00 from GIBSON-TOURNEY-KIM-----------------------183-11
Pay request for $3,520.00 from GIBSON-TOURNEY-KIM-------------------------183-12
Pay request for $77,639.00 from MILLER-DAVIS-------------------------------202-5
Pay request for $5,417.11 from GIBSON-TOURNEY-KIM-------------------------202-10
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73-70-6 Pavement Blow-Up @ 1200 blk. of E. WASHINGTON-70-6, 74-2, 132-5, 165-12
73-70-7 Pavement Blow-Up @ 1900 blk. of ST. JOE CTR. RD.-----------70-7, 165-13
73-85-31 Pavement Blow-Up @ 6500 blk. of N. CLINTON---------85-31, 132-7, 165-11
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73-139-1 Catch Basins for RESURFACING PROGRAM------------------------------139-1
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73-169-1 FIRE STATION #13 cable---169-1
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73-244-1 STAND-BY FINANCING AGREEMENT-----------------------244-1, 245-1, 246-1
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320-80 PATTON TRAILER PARK--63-44
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323-80 SPY RUN INTERCONNECT---44-11
325-80 ELKRIDGE ADDITION---------------------------------41-35, 150-20, 243-3
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335-80 ANTHONY WAYNE PUMP STATION--------3-11a, 3-11b, 9-20
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Clay @ Brackenridge------------2-4
1803 Fairfield-----------------2-4
509 Fairmont-------------------2-4
1405 Fletcher------------------2-4
1302 W. Fourth-----------------2-4
1402 Francia-------------------2-4
6615 South Hanna---------------2-4
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1019 Pape----------------------2-4
2624 St. Mary's----------------2-4
2626 Schaper-------------------2-4
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1328 W. Wayne------------------2-4
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W. Cox & Webster-------------15-19
425 Eckart-------------------15-19
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2130 Forest Park Blvd.-------15-19
100 E. Foster Parkway--------15-19
1638 W. Fourth---------------15-19
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Harrison & Crown-------------15-19
Harrison & Southfair---------15-19
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519 Masterson----------------16-19
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2215 Ontario-----------------16-19
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2119 Parnell-----------------16-19
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6015 Oakmont-----------------16-19
1630 Spy Run-----------------16-19
734 W. Third-----------------16-19
122 W. Williams-----------------16-19
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5818 Breconshire----------------16-19
5814 Breconshire----------------16-19
3706 Courtwood------------------16-19
435 W. Creighton----------------16-19
1528 E. Creighton---------------16-19
612 Dayton----------------------16-19
2307 Euclid---------------------16-19
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3218 Hoagland-------------------16-19
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2619 New Haven------------------16-19
6015 Oakmont--------------------16-19
2723 Oliver---------------------16-19
717 Osage-----------------------16-19
3317 Robinwood------------------16-19
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4332 Tacoma---------------------16-19
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2424 South Wayne----------------30-8
1204 West State-----------------30-8
734 West Third------------------30-8
Victoria (Chancellor-Thames)----30-8
716 E. Washington---------------30-8
1622 E. Wayne-------------------30-8
Webster & Williams--------------30-8
2524 Weisser Park---------------30-8
8827 Winchester Road------------30-8
2907 Abbott--------------------43-52
2301 South Anthony-------------43-52
909 Coliseum-------------------43-52
813 Canal----------------------43-52
2026 Central-------------------43-52
3337 Collegiate Court----------43-52
4100 Columbia Avenue-----------43-52
Colwyn & Camde-----------------43-52
460 E. Creighton---------------43-52
206 W. Creighton---------------43-52
Dalman W at Clinton------------43-52
Delaware & Forest Park Blvd.---43-52
3414 Delray Drive--------------43-52
562 Elizabeth------------------43-52
2212 Gay-----------------------43-52
Gay N of Creighton-------------43-52
5602 S. Harrison---------------43-52
2521 Holton--------------------43-52
1219 Huestis-------------------43-52
W. Jefferson for Civic Center--43-52
7208 Kumfer--------------------43-52
6303 Wood Rim Run--------------43-52
Lavina behind 1023 Wilt--------43-52
519 Mechanic-------------------43-52
McArthur Dr. 300' N of SR3-----43-52
2602 Poinsette-----------------43-52
1129 E. Pontiac----------------43-52
2436 Reed Road-----------------43-52
2047 Reidmiller Avenue---------43-52
801 Runnion--------------------43-52
State & Eade-------------------43-52
1204 West State----------------43-52
State & Forest Park Blvd.------43-52
4923 Stoney Run Court----------43-52
Stoney Run Ct. & Camden--------43-52
637 Warwick--------------------43-52
1706 E. Wayne------------------43-52
E. Wiebke @ Clinton------------43-52
Williams Street Area-----------43-52
6102 Winter--------------------43-52
1809 Alabama-------------------54-16
Anthony (Washington-Maumee)----54-16
Bardsley Ln. N of Breconshire--54-16
3117 Bowser--------------------54-16
7400 & 7500 blks. of Bradbury--54-16
3236 Calhoun-------------------54-16
824 S. Calhoun-----------------54-16
Cambrian Pl. N of Breconshire--54-16
Camelot & Corby----------------54-16
1803 Clinton-------------------54-16
Corby S of Eastwick------------54-16
4125 Dalewood------------------54-16
4527 Dodge---------------------54-16
W. Douglas & S. Webster--------54-16
2010 Ellen---------------------54-16
Fairfield at Fairfax-----------55-16
Guild S of Chartwell-----------55-16
613 South Calhoun--------------55-16
3710 Hastings Road-------------55-16
2945 Holton--------------------55-16
Indiana & Sherwood Terrace-----55-16
Inwood Ct. & Inwood Dr.--------55-16
222 Jacobs---------------------55-16
2921 Kingsley------------------55-16
Kirkfield & Courtwood----------55-16
7208 Kumfer--------------------55-16
Lavina beside 1216 Union-------55-16
Lynwood Court & Inwood---------55-16
1700 McKinnie------------------55-16
1825 W. Main-------------------55-16
Maumee & Warren----------------55-16
Nuttman & Fairfield------------55-16
2832 Overlook------------------55-16
2212 Pleasant------------------55-16
400 & 500 blks of Pontiac-------55-16
NE corner Pontiac & Winter------55-16
2617 Reed-----------------------55-16
5300 St. Joe Road---------------55-16
202 E. Rudisill-----------------55-16
Sherwood Terrace & Old Mill Rd.-55-16
1118 Sylvia---------------------55-16
Tacoma & Prange-----------------55-16
2210 Tillman--------------------55-16
806 Walnut----------------------55-16
Warren & Maumee-----------------55-16
Washington E of S. Anthony------55-16
Waynedale Blvd. by 6404 Beaty---55-16
411 W. Williams-----------------55-16
3214 Winter---------------------55-16
6311 Wood Rim Run---------------55-16
Beaver & Sherwood Terrace-------60-22
7719 Bisque---------------------60-22
3117 Bowser---------------------60-22
7502 & 7505 Bradbury------------60-22
506 Brackenridge----------------60-22
3933 Central--------------------60-22
3308 Clermont-------------------60-22
1700 W. Coliseum----------------60-22
4100 Columbia-------------------60-22
1307 Ewing----------------------60-22
3325 Felician-------------------60-22
1319 Fletcher-------------------60-22
W. Foster Pkwy. & Buell Dr.-----60-22
2711 Fox------------------------60-22
654 Greenlawn-------------------60-22
2813 S. Hanna-------------------60-22
5300 S. Hanna-------------------60-22
3405 Harvester------------------60-22
1016 High-----------------------60-22
1022 High-----------------------60-22
2917 Holton---------------------60-22
4809 Illinois-------------------60-22
Botanical Gardens---------------60-22
314 Killea----------------------60-22
Lexington & Arlington-----------60-22
136 W. Leith--------------------60-22
614 Lillian---------------------60-22
L. Huntington Rd. & Bradbury----60-22
1017 Maxine---------------------60-22
McKee & Adams-------------------60-22
McKee & Turpie------------------60-22
4717 S. Monroe------------------60-22
5128 South Bend Dr.-------------60-22
527 W. Oakdale------------------60-22
2204 Ontario--------------------60-22
Randall & Wabash----------------60-22
3425 Raymond--------------------60-22
1120 W. Washington--------------60-22
Smith beside 1101 Hamilton------60-22
1237 Summit---------------------60-22
814 W. Superior-----------------60-22
2815 Taylor---------------------60-22
2321 Twenty-fifth Street--------60-22
1102 W. Washington--------------60-22
1928 South Webster--------------60-22
Westover Rd. & Pembroke---------60-22
312 E. Woodland-----------------60-22
706 Lwr. Huntington Rd.---------60-22
5615 Plaza----------------------60-22
3932 S. Anthony-----------------84-28
7325 S. Anthony-----------------84-28
3134 Broadway-------------------84-28
5811 Coldwater------------------84-28
219 S. Cornell Circle-----------84-28
Fourth N of 1441 Wells----------84-28
3429 S. Harrison----------------84-28
1002 Larch Lane-----------------84-28
626 Lawton Place----------------84-28
1012 Liberty Street-------------84-28
5032 Millhollow Lane------------84-28
1227 Nuttman--------------------84-28
5425 Planeview------------------84-28
5615 Plaza Drive----------------84-28
3503 Rodger---------------------84-28
608 W. State--------------------84-28
1428 Taylor---------------------84-28
2531 Warsaw Street--------------84-28

STREET CUT APPLICATIONS - continued

3109 Warsaw Street------------84-28
3637 W. Washington Ctr. Rd.---84-28
2616 Waynewood----------------84-28
1831 Wheeler------------------84-28
4519 Winter-------------------84-28
3627 Abbott Street-----------100-21
NW corner Baker & Harrison---100-21
6404 Beaty Avenue------------100-21
472' of Inland Trail---------100-21
300' of Rapidsway -----------100-21
2438 Bowser------------------100-21
2947 Bowser------------------100-21
2710 Broadway----------------100-21
1500' along Buckhurst Run----100-21
505 Calhoun------------------100-21
NE corner of Calhoun & Baker-100-21
Camp Allen Dr. (Cherry-Elm)--100-21
4626 W. Cedarcrest Circle----100-21
1905 Colonial Drive----------100-21
924 E. Creighton-------------100-21
7010 Ideal Avenue------------100-21
2404 John--------------------100-21
1022 Liberty-----------------100-21
706 Lower Huntington---------100-21
1313 Maumee------------------100-21
1000 New Haven Ave.----------100-21
723 Poplar-------------------100-21
1120 St. Mary's Avenue-------100-21
N of Burgess, E of St. Mary--100-21
South Willow Oaks Dr.--------100-21
1402 Sinclair----------------100-21
1432 Third-------------------100-21
1610 Third-------------------100-21
221 E. Wallace---------------100-21
1435 Washington Ctr. Rd.-----100-21
118 W. Wayne-----------------100-21
3313 Abbott------------------115-19
Abbott N of Rudisill---------115-19
Allen beside 515 Cumberland--115-19
4705 South Anthony-----------115-19
3422 Amulet------------------115-19
1919 Andrew------------------115-19
7238 Antebellum--------------115-19
1903 Ardmore-----------------115-19
Barr beside 247 E. Dewald----115-19
NE corner Bass & Leesburg----115-19
150' of South Calhoun--------115-19
1508 S. Calhoun--------------115-19
3833 S. Calhoun--------------115-19
4815 S. Calhoun--------------115-19
3324 N. Cedarcrest Circle----115-19
3305 Chancellor--------------115-19
1417 Charlotte---------------115-19
2710 Chestnut----------------115-19
3330 Chestnut----------------115-19
N. Clinton & Dalgren---------115-19
1717 Cody--------------------115-19
219 W. Collins Drive---------115-19
230 Collins Drive------------115-19
1206 Curdes------------------115-19
1306 Delta-------------------115-19
2417 Dodge-------------------115-19
535 E. Douglas---------------115-19
2211 Fleetwood---------------115-19
1302 Franklin----------------115-19
1524 Gable-------------------115-19
1114 Glasgow-----------------115-19
3110 Glencairn---------------115-19
Great Bear at Bear Paw-------115-19
Griswold & Tennessee---------115-19
6607 S. Hanna St.------------115-19
1512 Hayden------------------115-19
407 High---------------------116-19
1731 High--------------------116-19
3408 Hoagland----------------116-19
3419 Hoagland----------------116-19
3421 Hoagland----------------116-19
3123 Hoagland----------------116-19
1366 Hugh--------------------116-19
1925 Kenwood-----------------116-19
4212 Knightsway--------------116-19
4006 & 4008 S. Lafayette-----116-19
4641 S. Lafayette------------116-19
4224 Lake Avenue-------------116-19
4118 Leesburg----------------116-19
4620 Lima Road---------------116-19
4900 blk. of Lima Road-------116-19
1320 Lynn Avenue-------------116-19
917 & 924 Main Street--------116-19
1219 Marion------------------116-19
7216 Miahqueah---------------116-19
1517 & 1519 Oakland----------116-19
6100 blk. of Oakmont---------116-19
1415 Oneida------------------116-19
1423 Pontiac-----------------116-19
Rapids Way W of Inland Trail---116-19
5434 Riviera-----------------116-19
5826 Riviera-----------------116-19
1410 St. Joseph Blvd.--------116-19
1434 St. Mary's St.----------116-19
1730 Sinclair----------------116-19
5433 Smith Street------------116-19
2324 W. State Court----------116-19
318 W. Superior--------------116-19
2914 Trentman Avenue---------116-19
627 Villa Park Court---------116-19
4805 N. Washington Road------116-19
Washington St. @ Calhoun-----116-19
115 W. Wayne-----------------116-19
117 W. Wayne-----------------116-19
7720 Weymouth Court----------116-19
2909 Winter------------------116-19
Alpine Ave. @ South Packard----135-34
7375 South Anthony-----------135-34
405 Archer-------------------135-34
Baker St. @ Harrison---------135-34
1900 blk. of Beacon----------135-34
953 E. Berry-----------------135-34
Berry at Clay----------------135-34
3224 Bowser------------------135-34
Calhoun & Lennox-------------135-34
3101 Central Drive-----------135-34
5005 Charlotte Ave.----------135-34
7412 Clingman's Trail--------135-34
2117 Colerick----------------135-34
303 & 327 S. Creighton-------135-34
132 E. Dewald----------------135-34
431 E. Dewald----------------135-34
1134 Dodge-------------------135-34
2735 Dodge-------------------135-34
Dumont beside 1605 Benham Dr.--135-34
7911 Euclid------------------135-34
1309 Ewing-------------------135-34
2423 Fairfield---------------135-34
5619 South Harrison----------135-34
700 Hayden-------------------135-34
Hollis Lane E of Fairfield-----135-34
2810 Knightsbridge Place-------135-34
2814 Knightsbridge Place-------135-34
2821 Knightsbridge Place-------135-34
Oakley (Dewald-Taylor)---------135-34
1321 Ohio--------------------135-34
3530 Oliver------------------135-34
1625 Main St.----------------135-34
Monroe & Wiebke--------------135-34
2206 Pleasant----------------135-34
1814 E. Pontiac--------------136-34
728 Poplar-------------------136-34
5009 Reed--------------------136-34
3934 Robinwood---------------136-34
340 W. Robinwood-------------136-34
Rudisill at Fairfield--------136-34
3582 St. Joe Center Road-------136-34
2924 Schaper Drive-----------136-34
1814 Tecumseh----------------136-34
2237/2239 Versailles Village---136-34
1315 Wall--------------------136-34
221 E. Wallace---------------136-34
630 W. Washington------------136-34
Washington & Harrison--------136-34
Washington & Rockhill--------136-34
Washington Ctr. Rd. & Sharon---136-34
4410 Wayne Trace-------------136-34
201 E. Wildwood--------------136-34

STREET CUT APPLICATIONS - continued

Winter at Pontiac---------------136-34
4800 blk. of Woodhurst----------136-34
209 W. Woodland Avenue----------136-34
244 E. Woodland-----------------136-34
2900 blk. of Amherst------------143-30
1725 Annette--------------------143-30
1231 S. Anthony-----------------143-30
2724 S. Anthony-----------------143-30
7105 Ardmore--------------------143-30
4416 Avondale-------------------143-30
5212 Bedrock Court--------------143-30
Blue Mist Road Bore-------------143-30
R/W at Nightfall----------------143-30
7002 Bluffton Road--------------143-30
2828 Warsaw at Boltz------------143-30
1031 Broadway-------------------143-30
Brown & Cozy Court--------------143-30
2705 Busche Drive---------------143-30
2106 Catalpa--------------------144-30
5011 Christopher Lane-----------144-30
4747 Coldwater Road-------------144-30
Columbia & Coliseum-------------144-30
Winter (Anthony-Pontiac)--------144-30
6312 Decatur Road---------------144-30
Forest Park School--------------144-30
Fellowship Bible Church---------144-30
809 Donnell Avenue--------------144-30
Edsall N of Harvester Ave.------144-30
1309 Ewing----------------------144-30
Gay St. N @ Pontiac-------------144-30
1308 Hanna----------------------144-30
6118 Hessen Cassel--------------144-30
1718 Howell---------------------144-30
Indianapolis Rd./Baer Field-----144-30
5724 Inland Trail---------------144-30
1100 Jackson--------------------144-30
2708 John-----------------------144-30
1824 Kinsmoor-------------------144-30
2719 Knightsbridge--------------144-30
2813 Knightsbridge--------------144-30
2806 Knightsbridge--------------144-30
2726 Knightsbridge--------------144-30
Lafayette (Pontiac-Murray)------144-30
1208 E. Lewis-------------------144-30
Liggett Drive-------------------144-30
3022 Lillie---------------------144-30
Lwr. Huntington @ Bradbury------144-30
2401 Lower Huntington-----------144-30
2500 Lower Huntington-----------144-30
708 Madison---------------------144-30
1714 West Main------------------144-30
422 West Masterson--------------144-30
Michigan Avenue-----------------144-30
2703 New Haven Avenue-----------144-30
1500 Oakland--------------------144-30
Parnell S of E. State-----------144-30
921 Pelham Drive----------------144-30
717 Pelham Drive----------------144-30
2701 Pennsylvania---------------144-30
402 Perry Avenue----------------144-30
3000 E. Pontiac-----------------144-30
Pontiac (Calhoun-Anthony)-------144-30
2616 Harrison-------------------144-30
1820 Reckeweg Road--------------144-30
2626 Reed Road------------------144-30
1517 River Run Court------------144-30
4719 River Run Court------------144-30
902 W. Rudisill-----------------144-30
2415 Smith Street---------------144-30
3700 E. State-------------------144-30
100 W. Washington---------------144-30
728 E. Wayne--------------------144-30
1300 E. Wayne-------------------144-30
Wayne @ Clinton-----------------145-30
500 Wiebke----------------------145-30
Weisser Park @ Pontiac----------145-30
7813 Weymouth Court-------------145-30
5430 Winchester Road------------145-30
Woodbine Avenue-----------------145-30
2500 Barr-----------------------159-21
1912 S. Calhoun-----------------159-21
3101 Central Drive--------------159-21
N Columbia from Coliseum--------159-21
7222 Cranberry Road-------------159-21
2440 Fairfield------------------159-21
2804 Farnsworth-----------------159-21
203 W. Fourth-------------------159-21
1510 Freeman--------------------159-21
4750 Industrial Road------------159-21
5718 W. Jefferson---------------159-21
1031 W. Jefferson---------------159-21
2801 Knightsbridge Place--------159-21
1012 LaFort Street--------------159-21
1430 Leesburg Road--------------159-21
1120 Maple Grove East-----------159-21
Miner & Creighton---------------159-21
1125 Oneida---------------------159-21
Paulding W of Anthony-----------159-21
1224 E. Pontiac-----------------159-21
638 Putnam----------------------159-21
1300 blk. of Reckeweg-----------159-21
5826 Riviera--------------------159-21
Shannon E of Shell Drive--------159-21
3718 Smith----------------------159-21
6306 Southcrest Road------------159-21
N of State, E of Kentucky-------159-21
745 Taylor----------------------159-21
4840 Trier Road-----------------159-21
Virginia & West Coliseum--------159-21
2711 Winter---------------------159-21

EMERGENCY CUTS

435 W. Creighton--------------------2-4
612 Dayton--------------------------2-4
1823-2226 S. Lafayette--------------2-4
3713 Lillie-------------------------2-4
5826 Riviera------------------------2-4
2435 Webster------------------------2-4
208 W. Williams---------------------2-4
235 W. Williams---------------------2-4
225 W. Williams---------------------2-4
129 W. Williams---------------------2-4
231 W. Williams---------------------2-4
213 W. Williams---------------------2-4
120 W. Williams---------------------2-4
119 W. Williams---------------------2-4
3110 Glencairn---------------------30-8
4212 Knightsway--------------------30-8
7216 Miahqueah---------------------30-8
2047 Riedmiller--------------------30-8
1705 E. Wayne----------------------30-8
3117 Bowser-----------------------43-52
7503 Bradbury---------------------43-52
7410 Bradbury---------------------43-52
6502 Bradbury---------------------43-52
7501 Bradbury---------------------43-52
824 S. Calhoun--------------------44-52
NE corner Douglas & Webster-------44-52
NW corner Douglas & Webster-------44-52
Fairfield & Fairfax---------------44-52
2945 Holton-----------------------44-52
1001 Larch Lane-------------------44-52
1700 McKinnie---------------------44-52
2832 Overlook Drive---------------44-52
2617 Reed Road--------------------44-52
Sylvia & Gary---------------------44-52
1216 Union------------------------44-52
411 W. Williams-------------------44-52
3214 Winter-----------------------44-52
3117 Bowser-----------------------55-16
506 E. Brackenridge---------------55-16
7505 Bradbury---------------------55-16
7502 Bradbury---------------------55-16
3308 Clermont---------------------55-16
1717 Cody-------------------------55-16
4100 Columbia---------------------55-16
3325 Felician---------------------55-16
654 Greenlawn---------------------55-16
1101 Hamilton---------------------55-16
3405 Harvester--------------------55-16
1016 High-------------------------55-16
Lower Huntington & Bradbury-------55-16
4714 South Monroe-----------------55-16

STREET CUT APPLICATIONS - EMERGENCY CUTS - continued

5128 South Bend----------------55-16
Randall & Wabash---------------55-16
1928 South Webster-------------55-16
2947 Bowser--------------------84-28
Baker 150' W of Calhoun--------84-28
1905 Colonial------------------84-28
3439 South Harrison------------84-28
1731 High----------------------84-28
2404 John Street---------------84-28
4118 Leesburg------------------84-28
1012 Liberty-------------------84-28
4620 Lima----------------------84-28
6032 Millhollow----------------85-28
1227 Nuttman-------------------85-28
1519 Oakland-------------------85-28
4519 Winter--------------------85-28
4705 S. Anthony---------------100-21
NE corner Bass & Leesbury-----100-21
805 Canal---------------------100-21
NW corner Franklin & Sinclair-100-21
1210 Marion-------------------100-21
2612 & 2606 Regal Court-------100-21
627 Villa Park----------------100-21
1510 Wells--------------------100-21
405 Archer--------------------116-19
1903 Ardmore------------------116-19
Baker 65' E of Harrison-------116-19
224 Bowser--------------------116-19
3101 Central------------------116-19
2710 Chestnut-----------------116-19
219 W. Collins Drive----------116-19
303 & 327 W. Creighton--------116-19
Oakley (Dewald-Taylor)--------116-19
2911 Euclid-------------------116-19
2423 Fairfield----------------116-19
Franklin & Sinclair-----------116-19
3123 Holton-------------------116-19
1924 Kenwood------------------116-19
5812 Maplecrest---------------116-19
1517 & 1519 Oakland-----------116-19
1321 Ohio---------------------116-19
3530 Oliver-------------------116-19
1434 St. Mary's---------------116-19
1315 Wall---------------------116-19
201 E. Wildwood---------------116-19
4130 South Anthony------------136-34
7002 Bluffton-----------------136-34
1309 Ewing--------------------136-34
1718 Howell-------------------136-34
1100 Jackson------------------136-34
Lower Huntington & Bradbury---136-34
1500 Oakland------------------136-34
3000 E. Pontiac---------------136-34
5826 Riviera------------------136-34
902 W. Rudisill---------------136-34
728 E. Wayne------------------136-34
Coldwater W of Washington-----145-30
7222 Cranberry----------------145-30
2804 Farnsworth---------------145-30
1012 LaFort-------------------145-30
US 14 at Reckeweg-------------145-30
745 Taylor--------------------145-30
2711 Winter-------------------145-30
437 E. Dewald-----------------159-21
1901 Drexel-------------------159-21
Fairfield & Oakdale-----------159-21
1021 Forest-------------------159-21
SW corner Murray & Calhoun----159-21
5822 Sandra Lee---------------159-21
3314 Smith--------------------159-21
NW corner Wayne & Barr--------159-21
200 blk. of East Wayne--------159-21

VACATIONS

FORT WAYNE NATIONAL BANK for public alley in Gallmyer's Addition------------29-6
SHOAFF, PARKER & KEEGAN for Ewing St. between Main & Pearl----------------143-25
East-West alley North of Summit Square-----------------------------------151-26
RICHARD, HILARY J., BETTY L. and DAVID H. BIRKMEIER for the North 1.4 feet of the East 77 feet of the first alley South of Washington Blvd., West of Fulton, City of Fort Wayne, Allen County---158-17
DANIEL WEAVER for public alley in Violands Addition----------------------158-18
PEOPLE'S TRUST & BANK and INDIANA & MICHIGAN for the East-West alley which lies South of Wayne Street and North of Washington Blvd. from the East right-of-way line of Clahoun St. to the West right-of-way of Clinton Street-------------182-9
RANDALL ELLIOTT for North .6 feet of the East-West alley abutting the South 40 feet of Lot 215 in Rockhill Addition-------------------------------------200-22
SCOTT & DEBBY KUHN and ROBERT & JUDITH POWELL for a 50' by 142' portion of Dellview Drive, Eastland Gardens Addition, Section B-------------------------235-28
DUPLICATION of vacation listed above-------------------------------------236-32
ALAN GRIEBEL for 14 ft. easement on the East edge of Lot #35, Summit Ridge Add. except for North 10' of said easement------------------------------------236-31

WATER POLLUTION CONTROL PLANT EXPANSION

Pay request from HAGERMAN-SHAMBAUGH for $42,542.90 ($2,238.10 escrow)--------2-6
Pay request from HOWARD NEEDLES TAMMEN & BERGENDOFF for $4,869.70------------3-7
Pay request from HNTB for $31,318.44---3-8
Pay request from HNTB for $7,956.09---3-10
Acceptance Agreeement for Partial Work Completed by HAGERMAN-SHAMBAUGH------14-6
Pay request from HAGERMAN-SHAMBAUGH for $501,961.00------------------------15-13
Change Order from HAGERMAN-SHAMBAUGH changing completion date from March 25, '83 to March 27, 1983--29-6
Pay request from HAGERMAN-SHAMBAUGH for $30,855.05 ($1,623.95 escrow)-------30-9
Pay request from HNTB for $4,561.87---39-7
Pay request from HAGERMAN-SHAMBAUGH for $582,937.10 ($30,680.90 escrow)-----47-5
Acceptance Agreements for Partial Work Completed by HAGERMAN-SHAMBAUGH-----56-21
Pay request from HNTB for $15,164.48--59-9
Pay request from HAGERMAN-SHAMBAUGH for $13,519.45 ($711.55 escrow)--------59-10
Supplemental Agreement from HNTB for extension of time & increase of fee---63-41
Agreement from HNTB to increase fee approximately $9,800.00----------------63-42
Certificate of Substantial Completion from HNTB----------------------------63-43
Pay request from HNTB for $31,646.08---------------------------------------72-25
Pay request from HNTB for $30,203.36---------------------------------------72-26
Change Order from HAGERMAN-SHAMBAUGH & HNTB for increase of $21,359.00-----73-28
Pay request from HNTB for $5,006.56---------------------------------------102-34
Pay Estimate from HAGERMAN-SHAMBAUGH for $584,506.50----------------------102-35
Pay Request from HNTB for $6,527.83---------------------------------------109-28

WATER POLLUTION CONTROL PLANT EXPANSION - continued

Pay request from HAGERMAN-SHAMBAUGH for $54,606.00 ($2,874.00 escrow)-----118-29
Pay request from HAGERMAN-SHAMBAUGH for $403,517.25-----------------------121-7
Pay request from HOWARD NEEDLES TAMMEN & BERGENDOFF for $3,717.79---------123-21
Pay request from HNTB for $5,268.55---------------------------------------156-3
Pay request from HNTB for $2,761.96---------------------------------------183-10
Pay request from HAGERMAN-SHAMBAUGH for $98,987.15 ($5,209.85 escrow)------186-8
Change Order from HAGERMAN-SHAMBAUGH for increase of $176,200.00)---------212-28
Pay request from HAGERMAN-SHAMBAUGH for $65,892.00 ($3,468.00 escrow)-----212-30
Pay request from HNTB for $14,256.17--------------------------------------213-33
Pay request from HNTB for $178.60---213-34
Release of Escrow Funds for $135,085.98 to HAGERMAN-SHAMBAUGH-------------215-2
Pay request from HAGERMAN-SHAMBAUGH for $60,991.90 ($3,210.00 escrow)------229-7
Change Order from HAGERMAN-SHAMBAUGH for increase of $14,743.50-----------229-8
Pay request from HNTB for $10,313.65--------------------------------------234-17
Certification of Completion and Final Pay Estimate of $175,200.00 from HAGERMAN-SHAMBAUGH---240-5
Pay request from HNTB: #106-$2,639,29; #107-$98.52; $108-$5,115.90---------241-6
Pay request from HNTB for $6,291.17---------------------------------------247-3
Acceptance Agreements for D11/1, D11/4, D11/5, D11/6, D11/15, D11/2, D11/8 and D11/36---248-2
Pay request from HAGERMAN-SHAMBAUGH for $82,517.95 ($4,343.05 escrow)------248-3
Acceptance Agreements for Items D11/2, Phase A, & D11/7, Phase A, D11/5, D11/29, D11/20, D11/21, D11/23, D11/26, D11/27, D11/3, & D11/4--------------------265-8
Pay request from HNTB for $9,009.02---------------------------------------265-12
Pay request from HAGERMAN-SHAMBAUGH for $31,235.05 ($1,643.95 escrow)------269-1
Pay request from HNTB for $4,755.44---------------------------------------269-5

[illegible] 73-270-13
2-15-84
H1

DECLARATORY RESOLUTION No. 1442 19 84

For the ~~Vacation~~ - ~~Opening~~ - Condemnation of right of way for ~~utility~~ street purposes a part of the SE¼ Section 30, Township 31, Range 13 East, described as beginning at the Southeast corner Lot #9 Santa Rosa Place Add.; thence north 421 feet to a point located 50 feet north of the Southeast corner Lot #10 Perry's Suburban Add.; thence east 50 feet to the Northwest corner Lot #5 Perry's Suburban Add.; thence south along the west line of Lots 5, 4, 3, 2 & 1 of said Add. 421 feet to the north property line of Vance Avenue; thence west 50 feet to the point of beginning.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn R/W for street purposes a part of the SE¼ Section 30, Township 31, Range 13 East, described as beginning at the Southeast corner Lot #9 Santa Rosa Place Add.; thence north 421 feet to a point located 50 feet north of the Southeast corner Lot #10 Perry's Suburban Add.; thence east 50 feet to the Northwest corner Lot #5 Perry's Suburban Add.; thence south along the west line of Lots 5, 4, 3, 2, & 1 of said Add. 421 feet to the north property line of Vance Avenue; thence west 50 feet to the point of beginning.

All as shown by a plan of such proposed ~~Vacation~~ - ~~Opening~~ - Condemnation of right of way for ~~utility~~ street purposes as above described, now on file in the Office of the Department of Public Works of the City of Fort Wayne, Indiana

The cost of said ~~Vacation~~ - ~~Opening~~ - Condemnation of right of way for ~~utility~~ street purposes shall be assessed against the property beneficially affected thereby.

The property which may be injuriously or beneficially affected by such ~~Vacation~~ - ~~Opening~~ - Condemnation of right of way for ~~utility~~ street purposes is described as follows: Lots 1 to 5 inclusive and Lot #10 Perry's Suburban Addition and Lots 6 to 9 inclusive Santa Rosa Place Addition. All Additions are inclusive to the City of Fort Wayne, Indiana.

All according to the method and manner provided for in an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", as approved March 6, 1905 and the provisions of all acts amendatory thereto and supplemental thereof, including the right to bond assessments as in said law ordered.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of five (5) % per annum. Under no circumstances shall the City of Fort Wayne, Indiana be or be held responsible for any sum or sums due from the said property owner or owners, or for the payment of any bond or bonds, except for such moneys as shall have been actually received by the City from the assessments for such property damages as said City is by said above entitled act required to pay. All proceedings had in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

~~The vacation of the above described shall be subject to an easement for the use of the City of Fort Wayne, Indiana, and other public utilities for the construction and maintenance of sewers, water mains, gas mains, electric pole lines and conduits, telephone and telegraph pole lines and conduits.~~

All Streets, lots and lands affected by the above described condemnation of right-of-way for street purposes are situated in the southeast Quarter of Section Thirty, Township thirty-one, Range thirteen east and lie wholly within the Corporate Limits of the City of Fort Wayne, Indiana.

ADOPTED THIS 15th DAY OF February 19 84

Attest: Helen V. Gochenour
Secretary Board of Public Works.

David J. Kern
Betty R. Collins
Board of Public Works.

2-24-84 [illegible]

2-13-84
HI

# AGREEMENT
for
SANITARY SEWER EXTENSION
for
"BAER FIELD AIR TRAFFIC CONTROL TOWER"

WHEREAS, the City of Fort Wayne under contract by Resolution 394-83 for the extension of sanitary sewers to serve the Baer Field Air Traffic Control Tower, and,

WHEREAS, said sanitary sewer from its size and character is capable of providing sanitary sewer service to the air hangar immediately east of said air traffic control tower, and,

THEREFORE, BE IT RESOLVED, that:

1. The Director of Airports of the City of Fort Wayne respectfully requests the Board of Public Works of the City of Fort Wayne to extend 65± LF of 8-inch sanitary sewer to the east of said air traffic control tower, and,
2. The Director of Airports hereby agrees to reimburse and finance completely for said extension, not to exceed $3,200 including engineering, construction and inspection, and,
3. Upon request of payment based on final field measurement from City Utilities Accounting Department, the same will be authorized for payment by the Director of Airports within forty-five (45) days of receipt, and,
4. Area connection fees due City of Fort Wayne Utilities in addition to aforesaid local fees are payable at the time of connection.

EXECUTED this 13 day of January, 1984.

BOARD OF AVIATION

By
Ray Hoverman, Director

ATTEST:

____

(# I)
2-8-84

AGREEMENT

For

DISCHARGING INDUSTRIAL WASTEWATER

THIS AGREEMENT, made this 8th day of February 1984, by and between STADLER WAYNE CORPORATION, and Indiana Corporation (hereinafter referred to as "Owner") and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation (hereinafter referred to as "City").

WHEREAS, the "Owner" desires to discharge its wastewaters of unusual grease strength into the sanitary sewer system of the "City"' and

WHEREAS, the "Owner" does provide both the community and the "City" with a beneficial disposal service; and

WHEREAS, the "City" has determined that the discharge of the "Owner's" unusual grease strength will not impair the operation of its Wastewater Treatment Plant; and

WHEREAS, the "City" has, for a number of years, received the "Owner's" unusual grease strength without any impairment or extra maintenance cost to its sanitary sewer collection system; and

WHEREAS, the "Owner" desires to modernize and expand its operational facilities at its present site; and

WHEREAS, the Ordinance of the "City", Chapter 24, Section 24-11, does in fact permit the "City" to enter into a special agreement for the discharge of unusual strength and character of wastewaters.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to the following:

1. The "City" does hereby modify its established oil and grease limit for the discharge of the "Owner's" wastewaters to 300 M/L.

2. The "Owner" shall not exceed this modified wastewater discharge limit during any sampled three (3) month period of operation.

3. In the event, the "Owner" does exceed this modified limit, the "Owner" shall have installed within twelve (12) months a pretreatment facility which will reduce its oil and grease discharge below the applicable limits set forth in Chapter 24 of 100 M/L.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year herein first written.

STADLER WAYNE CORPORATION

Cleta Grandstaff
CLETA GRANDSTAFF, President

Kevin Grandstaff
KEVIN GRANDSTAFF, Secretary

BOARD OF PUBLIC WORKS FOR
THE CITY OF FORT WAYNE, INDIANA

David J Kiest
DAVID J. KIESTER, Chairman

Betty R. Collins
BETTY R. COLLINS, Member

Jack Wilson Sr.
JACK WILSON, SR., Member

ATTEST:

Helen V. Gochenour
Helen V. Gochenhour, Clerk

APPROVED AS TO FORM & CONTENT

Associate City Attorney

This instrument was prepared by Donald T. Mefford of Mefford & Carpenter, A Professional Corporation, 213 East Seventh Street, P. O. Box 151, Auburn, Indiana 46706.

4

S-266-1
2-8-84

AGREEMENT

FOR AND IN CONSIDERATION OF THE CITY OF FORT WAYNE TO ALLOW MARKET BUILDING COMPANY TO UTILIZE THE FOLLOWING PROPERTY, the eastern thirty-four feet of the Barr Street Market Plaza north and south from Wayne Street curbline to Historical Museum building edge and east and west from expansion joint to middle of planter (see attachment A), AS A TEMPORARY CONSTRUCTION SITE (the "Site") FOR ITS RENOVATION OF THE NATIONAL MILL SUPPLY BUILDING: MARKET BUILDING COMPANY AGREES AS FOLLOWS:

1) All underground electrical services, street lighting, and auxiliary lighting will remain operational at all times during the length of this agreement. The electrical control box will be protected at all times as well. Any damage to these services or the control box caused by Market Building Company or its agents will be repaired by Market Building Company at its expense. The City reserves the right to inspect protection methods and require any additional protection from Market Building Company as determined necessary to safeguard any of the City's installed improvements or the public safety.

2) Market Building Company shall construct a six foot high chain link construction fence around the perimeter of the work area as shown on Attachment "A". This fence shall be kept in good condition during the length of this agreement. It is understood that access will be east of the Barr Street Market Plaza area at the existing curb cut on Wayne Street. In addition, an entrance gate that can be locked when work is not in progress shall be required at the Wayne Street entrance and any other entrances. The fencing shall be removed by June 15, 1984.

3) Market Building Company will provide and install stone fill or asphalt patch for the alley and the Wayne Street walk as necessary so as to provide a temporary walkable surface during the length of this agreement. Technique and materials must meet the City Street Engineer's approval. The alley area is indicated by crosshatching on Attachment "A". No traffic or construction equipment is allowed in the alley area or walk area during course of construction and a walk surface for visitors to the Historical Museum and along Wayne Street must be open and maintained at all times. Traffic barricades are to be kept in good condition, at the west (Barr Street) end of the alley at all times in order to discourage use of the alley by vehicles during the length of this agreement.

4) Market Building Company will erect two signs on the fence, one along the Wayne Street and one on Market Plaza edges, which clearly direct visitors to the entrance of the Historical Museum. These signs must meet the approval of the City's Urban Designer. These signs will be removed no later than by June 15, 1984.

5) By June 15, 1984, Market Building Company will have removed any and all items from the site including but not limited to stockpiled materials, the construction fence, and all heavy equipment.

73-263-1
H1

1/19/84

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

engineering department
7th floor

January 11, 1984

Hardee's Food Systems, Inc.
1233 North Church Street
Rocky Mount, NC 27801

JAN [illegible] 1984

RE: 6279 East State Street
Fort Wayne, Indiana

Gentlemen:

It is acknowledged that Hardee's Food Systems, Inc., has just recently submitted site plans for a location improvement permit and building plans for permits to construct a new restaurant at the above address. Hardee's, as per their site plan, has also agreed to close the existing eastern curb cut on State Street and the southern curb cut on Maplecrest Road.

It is further acknowledged that there presently exists, plans to widen State Street in front of the above site. Part of the planned road widening also calls for the installation of a non-mountable median on State Street to approximately the far western property line of the above site. However, it is further acknowledged that this situation would seriously diminish the value of the property and, in fact, deter Hardee's Food Systems, Inc. from purchasing the property and developing a new restaurant. Therefore, it is hereby agreed by the City of Fort Wayne, and its Engineering and Traffic Departments that the City will not in the future allow a median to be installed which will interfere with the proper ingress/egress to the above site from the new western curb cut to be installed by Hardee's Food Systems, Inc. on State Street. It is therefore, further agreed that any median which may be installed in the future will not extend past the point indicated on Hardee's Food Systems, Inc. Site Plan dated December 7, 1983 attached hereto and made part of this agreement.

It is further acknowledged that Hardee's Food Systems, Inc. will dedicate ± 8' of right-of-way along the south property line to allow installation of curb and sidewalk when State Street improvements are made.

Please return a signed copy of this agreement.

HARDEE'S FOOD SYSTEMS, INC.
BY: ____________________
Senior Vice President
ATTEST: ____________________
Assistant Secretary

Sincerely,
Carl E. O'Neal
Carl E. O'Neal
Director of Transportation
City of Fort Wayne, IN.

NOTARY PUBLIC ____________ County Allen Exp.date 1-25-85
Joan M. Gutermuth

CEO/jg

AN EQUAL OPPORTUNITY EMPLOYER

6) After June 15, 1984, Market Building Company's building renovation work on the National Mill Supply Building will be performed in such a manner as not to impede in any way the progress of the completion of the construction of the Market Plaza by City's General Contractor. Market Building Company agrees to devote its best efforts so that any front facade work (cleaning, painting, etc.) that remains past June 15 will be done expeditiously so as not to disrupt market activities or plaza construction. If access on the plaza is necessary after June 15, request for such access shall be submitted to the Board of Public Works and the Department of Community Development and Planning - Urban Design Staff. If such access is granted, the plaza area shall be protected from damage or deterioration and only those items authorized in writing by the City shall be brought onto the site. The building renovation will be performed in such a manner so as not to impede the completion and planting of the plaza area or either planter area flanking the sides of the building.

7) Market Building Company will repair or restore any physical damage that it causes on the site. Market Building Company further agrees to hold the City harmless and indemnify the City for any liability to third persons that occurs on the site as a result of Market Building Company's activities during the term of this contract. Should an action be instituted against the City for alleged liability as a result of Market Building Company's activities occurring on the site, Market Building Company agrees to defend such action at its own expense and shall fully indemnify the City for any damages. This paragraph does not apply to damages occasioned by the acts of City or its contractor.

8) Market Building Company acknowledges that there is a contract between the City and L. W. Dailey, Inc. for the renovation of the Barr Street Market Area. Market Building Company further acknowledges that because of its use of the area described above granted by this agreement the Dailey contract will be delayed in completion. Market Building Company herewith agrees that in the event the City or L. W. Dailey incurs any additional actual out of pocket cost or expense because of delays imposed as a result of this Agreement, Market Building Company shall pay the City and/or its contractor the amount of such additional costs and expenses, and shall save and hold the City harmless from all such costs and expenses.

IN WITNESS WHEREOF, THIS AGREEMENT IS SIGNED THIS 8th DAY OF February, 1984.

David J Kent
Chairman, Board of Public Works

Richard D. Waterfield, ~~President~~ Partner
Market Building Company

Jack Wilson, Sr.
Jack Wilson, Sr.

Betty R. Collins
Betty R. Collins

Prepared by George Martin, Attorney
Richard Snouffer, Attorney
Denarie Kane, Community Development & Planning

[illegible]
1-30-84
H1

The Board of Public Works of the City of Fort Wayne, Indiana, does hereby adopt, ratify, and confirm in all respects the attached letter agreement executed by Carl E. O'Neal, Director of Transportation of the City of Fort Wayne, Indiana, on January 11, 1984, and by Officers of Hardee's Food Systems, Inc., on January 23, 1984, which said agreement shall be binding upon the City of Fort Wayne, Indiana.

Dated this 27th day of January, 1984.

BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE, INDIANA

By David J. Kiester
David J. Kiester, Chairman

By Betty R. Collins
Betty R. Collins, Member

By Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk
of the Board of Works

1/30/84
cc - Carl O'Neal
gm

73-262-10
1-25-84

H.I.

84-004678

1984 MAR -5 AM 11:00
ALLEN COUNTY RECORDER

REED ROAD - KAREN AVENUE SANITARY SEWER EXTENSION

Resolution 889-1983

RESOLVED, by the Board of Public Works of the City of Fort Wayne, State of Indiana, that:

The construction of a local sewer, intended and adapted only for use by the property holders, whose property abuts thereon, and, not intended or adapted for receiving sewage from collateral drains, be and the same is hereby ordered in and along the following described centerline:

MAIN LINE

Beginning at a proposed manhole located 37± LF East of and 18± LF South of the centerline intersection of Reed Road and Eastwick Drive; thence North along and parallel to the East Right-of-Way of Reed Road 1023± LF terminating at a proposed cleanout located 41± LF East of and 55± LF South of the centerline intersection of Reed Road and Woodstock Drive.

LATERAL "A"

Beginning at a proposed manhole located 41± LF East of and 460± LF North of the centerline intersection of Reed Road and Eastwick Drive; thence West 74± LF terminating at a proposed cleanout located 32± LF West of and 460± LF North of the centerline intersection of Reed Road and Eastwick Drive.

LATERAL "B"

Beginning at an existing manhole located 90± LF South of and 195± LF West of the centerline intersection of Reed Road and Karen Avenue; thence Northeasterly 110± LF terminating at a proposed cleanout located 23± LF North of and 182± LF West of the centerline intersection of Reed Road and Karen Avenue.

Said Sewer shall be **8" in diameter.**

And, said sewer with all its appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the Department of the **Board of Public Works** of said **City.**

The cost of said improvement shall be apportioned against and paid by the property holders benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, Indiana Code, Title 36, Act 36-9-19-32 and Acts 36-9-20-1 through 36-9-20-19 effective 1 September 1981, and the provisions of all Acts amendatory thereto and supplemental thereof.

DULY ENTERED FOR TAXATION
MAR 5 1984
AUDITOR OF ALLEN COUNTY

550
9

WPC E-

73-256-12
1-18-84
H.1.

RESOLUTION NO. 73-256-12

BE IT RESOLVED, by the **Board of Public Works** of the **CITY OF FORT WAYNE, INDIANA,** that **David J. Kiester, Chairman of the Board of Public Works,** is hereby designated to be authorized signatory in behalf of the **CITY OF FORT WAYNE** on any instruments or documents pertaining to **USEPA GRANTS.**

The aforesaid signatory is further authorized to execute any subsequent documents pertaining to said **USEPA Grants** for the **CITY OF FORT WAYNE.**

APPROVED this 18th day of January 1984.

A **true** copy is incorporated herein.

David J. Kiest
David J. Kiester, Chairman

Betty R. Collins
Betty R. Collins, Member

Jack Wilson Sr.
Jack Wilson, Sr., Member

ATTEST:

Helen Gochenour
Helen Gochenour, Clerk

Assessments, if deferred, are to be paid in ten equal installments with interest at the rate set by the **Board of Public Works**, per annum, and shall be financed by the **Barret Law Revolving Improvement Fund** as provided for in the above-entitled acts. All proceedings and any work done in said sewer improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

ADOPTED this 25 day of January, 1984.

BOARD OF PUBLIC WORKS

David J Kiest
David J. Kiester, Chairman

Betty R. Collins
Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr., Member

ATTEST:

Helen Gochenour
Helen Gochenour, Clerk

APPROVED as to form and legality:

Richard I. Snouffer
Richard I. Snouffer, Associate City Attorney

This instrument prepared by:
C.DUANE EMBURY, P.E., Chief
Water Pollution Control Engineer
of the CITY OF FORT WAYNE

1-18-84
H.I.

MEMORANDUM OF AGREEMENT

Rental agreement between the Board of Public Works of the City of Fort Wayne, Indiana, and the Allen County Board of Commissioners, whereby the Board of Public Works will lease twenty (20) parking spaces on the Clinton Street Old Fort Parking Lot to the Allen County Board of Commissioners at the rate of .40 cents per day per space or $40.00 per week for a term of one year beginning January 1, 1984 and ending December 31, 1984. Amount due to Board of Public Works under this rental agreement shall be paid to the Board of Public Works by deducting monthly rental from the City-County Building Maintenance payment. This agreement subject to renewal on January 1, 1985, upon agreement by both signing parties.

ALLEN COUNTY BOARD OF COMMISSIONERS

Richard M Regedanz
Richard M. Regedanz

Richard M. Ellenwood

Jack R. Worthman

ATTEST:

Gloria J. Goeglein
Gloria J. Goeglein
Allen County Auditor

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE

Stephen A. Bailey

Betty R. Collins
Betty R. Collins

Jack Wilson Sr.
Jack Wilson, Sr.

ATTEST:

Helen U. Gochenour
Helen Gochenour
Clerk

73-262-11
1-25-84
H.I.

SANITARY SEWER EASEMENT RESOLUTION NO. 212-1983

For the condemnation of a permanent and temporary easement for the purposes to construct, operate, control and maintain a sanitary sewer line along and across a portion of the Northeast Quarter, Section 32 and Northwest Quarter, Section 33, Township 31 North, Range 13 East, bounded on the North by a line 570± LF North of and parallel to the North Right-of-Way of Charlotte Avenue; bounded on the East by a line 200± LF East of and parallel to the East Right-of-Way of Reed Road; bounded on the South by Eastwick Drive and its Westerly extension; bounded on the West by a line 275± LF West of and parallel to the West Right-of-Way of Reed Road.

RESOLVED by the **Board of Public Works** of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn rights-of-way for permanent and temporary sanitary sewer easement purposes to construct, operate, control, and maintain a sewer line along and across a portion of the Northeast Quarter Section 32 and Northwest Quarter, Section 33, Township 31 North, Range 13 East; bounded on the North by a line 570± LF North of and parallel to the North Right-of-Way of Charlotte Avenue; bounded on the East by a line 200± LF East of and parallel to the East Right-of-Way of Reed Road; bounded on the South by Eastwick Drive and its Westerly extension; bounded on the West by a line 275± LF West of and parallel to the West Right-of-Way of Reed Road.

A. The following described permanent and temporary easements are located within the Southeast Quarter of the Northeast Quarter of Section 32, Township 31 North, Range 13 East, in Allen County, Indiana.

1. PERMANENT EASEMENT

The West 10 feet of the East 35 feet of the South 20 feet of space now or formerly onwed by Frank L. Martino, as recorded by Instrument No. 82-013246 in the office of the Recorder of Allen County, Indiana. Said 10 foot permanent easement is more particularly described as follows:

The West 10 feet of the East 35 feet of the South 20 feet of the North 80 feet of the East 300 feet of the Southeast Quarter of the Northeast Quarter of Section 32, Township 31 North, Range 13 East in Allen County, Indiana.

TEMPORARY EASEMENT

An easement 10-feet-in-uniform width laying immediately west of and adjacent to the above-described 10 foot permanent easement.

1984 JUN -6 PM 1:29

2. PERMANENT EASEMENT

The West 10 feet of the East 35 feet of the North 20 feet of space now or formerly owned by Jack Harris, as recorded by Instrument No. 82-002284 in the Office of the Recorder of Allen County, Indiana. Said 10-foot permanent easement is more particularly described as follows:

The West 10 feet of the East 35 feet of the North 20 feet of the South 80 feet of the North 160 feet of the East 300 feet of the Southeast Quarter of the Northeast Quarter of Section 32, Township 31 North, Range 13 East in Allen County, Indiana.

DULY ENTERED FOR TAXATION
MAR 5 1984
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

TEMPORARY EASEMENT

An easement 10-feet-in-uniform width laying immediately west of and adjacent to the above-described 10 foot permanent easement.

3. TEMPORARY EASEMENT

The East 10 feet of the West 24 feet of space now or formerly owned by Zenon Osinchuk and Ada T. Osinchuk as recorded by Instrument No. 78-35651 in the Office of the Recorder of Allen County, Indiana.Said 10 foot temporary easement is more particularly described as follows:

Commencing at a point on the East line of the Northeast Quarter of Section 32, Township 31 North, Range 13 East in Allen County, Indiana, said point being situated 955.0 feet North of the Southeast corner of the Northeast Quarter of said Section 32; thence West and parallel to the centerline of Karen Avenue, a distance of 174.25 feet to the Point of Beginning; thence West and parallel to the centerline of Karen Avenue a distance of 10 feet; thence North and parallel to the East line of the Northeast Quarter of said Section 32, a distance of 75.5 feet to a point on the South Right-of-Way line of said Karen Avenue, as now established; thence East and parallel to the centerline of Karen Avenue a distance of 10 feet; thence South and parallel to the East line of the Northeast Quarter of said Section 32, a distance of 75.5 feet to the Point of Beginning.

B. The following described permanent and temporary easements are located within the Northwest Quarter of the Northwest Quarter of Section 33, Township 31 North, Range 13 East, in Allen County, Indiana.

1. PERMANENT EASEMENT

The East 20 feet of the West 45 feet of the South 16 feet of space now or formerly owned by Roscoe Wagner and Lena Wagner, as recorded in Deed book 375, Page 261 in the Office of the Recorder of Allen County, Indiana. Said 20 foot permanent easement is more particularly described as follows:

The East 20 feet of the West 45 feet of the South 16 feet of the West 241 feet of the North 4.5 acres of the South 18 acres of the Northwest Quarter of the Northwest Quarter of Section 33, Township 31 North, Range 13 East in Allen County, Indiana.

TEMPORARY EASEMENT

An easement 10-feet-in-uniform width laying immediately east of and adjacent to the above-described 20 foot permanent easement

2. PERMANENT EASEMENT

The East 20 feet of the West 45 feet of space now or formerly owned by John N. Crawford as recorded by Instrument No. 83-20398 in the Office of the Recorder of Allen County, Indiana. Said 20 foot permanent easement is more particulary described as follows:

Beginning at a point located 433.22 feet North of and 25 feet East of the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 33,Township 31 North, Range 13 East in Allen County, Indiana; thence North and parallel to the West line of the Northwest Quarter of said Section 33, a distance of 25 feet; thence East and parallel to the South line of the Northwest Quarter of the Northwest Quarter of said Section 33, a distance of 20 feet; thence South and parallel to said West line a distance of 25 feet; thence West and parallel to said South line a distance of 20 feet to the Point of Beginning.

TEMPORARY EASEMENT

An easement 10-feet-in-uniform width laying immediately East of and adjacent to the above-described 20-foot permanent easement.

3. PERMANENT EASEMENT

The East 20 feet of the West 45 feet of space now or formerly owned by Eldon M. Walker and Marjorie H. Walker; as recorded in Plat Book 484, Page 214 in the Office of the Recorder of Allen County, Indiana. Said 20 foot permanent easement is more particularly described as follows:

Beginning at a point located 312.5 feet North of and 25 feet East of the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 33, Township 31 North, Range 13 East in Allen County, Indiana; thence North and parallel to the West line of the Northwest Quarter of said Section 33, a distance of 120.72 feet; thence East and parallel to the South line of the Northwest Quarter of the Northwest Quarter of said Section 33, a distance of 20 feet; thence South and parallel to said West line, a distance of 120.72 feet; thence West and parallel to said South line a distance of 20 feet to the Point of Beginning.

TEMPORARY EASEMENT

An easement 10-feet-in-uniform width laying immediately East of and adjacent to the above-described 20 foot permanent easement.

C. The Following described permanent and temporary easements are located within the Southwest Quarter of the Northwest Quarter of Section 33, Township 31 North, Range 13 East, in Allen County, Indiana.

1. PERMANENT EASEMENT

The East 20 feet of the West 45 feet of space now or formerly owned by Andrew G. Vetter and Sandra M. Vetter as recorded in Plat Book 416, Page 133 in the Office of the Recorder of Allen County, Indiana. Said 20 foot permanent easement is more particularly described as follows:

Beginning at a point located 1321 feet North of and 25 feet East of the Southwest corner of the Northwest Quarter of Section 33, Township 31 North, Range 13 East in Allen County, Indiana; thence East a distance of 20 feet; thence South and parallel with the West line of the Northwest Quarter of said Section 33, a distance of 135.5 feet; thence West a distance of 20 feet; thence North and parallel with the West line of the Northwest quarter of said Section 33, a distance of 135.5 feet to the Point of Beginning.

TEMPORARY EASEMENT

An easement 10-feet-in-uniform width laying immediately East of and adjacent to the above-described 20 foot permanent easement.

2. PERMANENT EASEMENT

The East 20 feet of the West 45 feet of space now or formerly owned by Edwin T. Zelt and Hilda M. Zelt as recorded in Plat Book 468, Page 126 in the Office of the Recorder of Allen County, Indiana. Said 20 foot permanent easement is more particularly described as follows:

Beginning at a point located 1185.5 feet North of and 25 feet East of the Southwest corner of the Northwest Quarter of Section 33, Township 31 North, Range 13 East in Allen County, Indiana; thence East a distance of 20 feet; thence South and parallel with the West line of the Northwest Quarter of said Section 33, a distance of 135.5 feet; thence West a distance of 20 feet; thence North and parallel with the West line of the Northwest Quarter of said Section 33, a distance of 135.5 feet to the Point of Beginning.

TEMPORARY EASEMENT

An easement 10-feet-in-uniform width laying immediately East of and adjacent to the above-described 20 foot permanent easement.

3. PERMANENT EASEMENT

The East 20 feet of the West 45 feet of space now or formerly owned by Robert E. Edwards and Helen L. Edwards, as recorded in Plat Book 436, Page 352, in the Office of the Recorder of Allen County, Indiana. Said 20 foot permanent easement is more particularly described as follows:

Beginning at a point located 935 feet North of and 25 feet East of the Southwest corner of the Northwest Quarter of Section 33, Township 31 North, Range 13 East, in Allen County, Indiana; thence East a distance of 20 feet; thence North and parallel with the West line of the Northwest Quarter of said Section 33, a distance of 115 feet; thence West a distance of 20 feet; thence South and parallel with the West line of the Northwest Quarter of said Section 33, a distance of 115 feet to the Point of Beginning.

TEMPORARY EASEMENT

An easement 10-feet-in-uniform width laying immediately east of and adjacent to the above-described 20-foot permanent easement.

The cost of said improvement shall be apportioned against and paid by the property holders benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, Indiana Code, Title 36, Act 36-9-19-32 and Acts 36-9-20-1 through 36-9-20-19 effective 1 September 1981, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments with interest at the rate set by the **Board of Public Works,** per annum and shall be financed by the **Barret Law Revolving Improvement Fund,** as provided for in the above entitled acts. All proceedings and any work done in said sewer improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

All land affected lies within the Northeast Quarter, Section 32, and Northwest Quarter, Section 33, Township 31 North, Range 13 East.

The temporary easements shall expire one (1) year from date of adoption.

ADOPTED this 25 day of January, 1984.

BOARD OF PUBLIC WORKS

David J Kint

Betty R. Collins

Jack Wilson, Jr.

ATTEST:

Helen O. Gochenour
Clerk, Board of Public Works

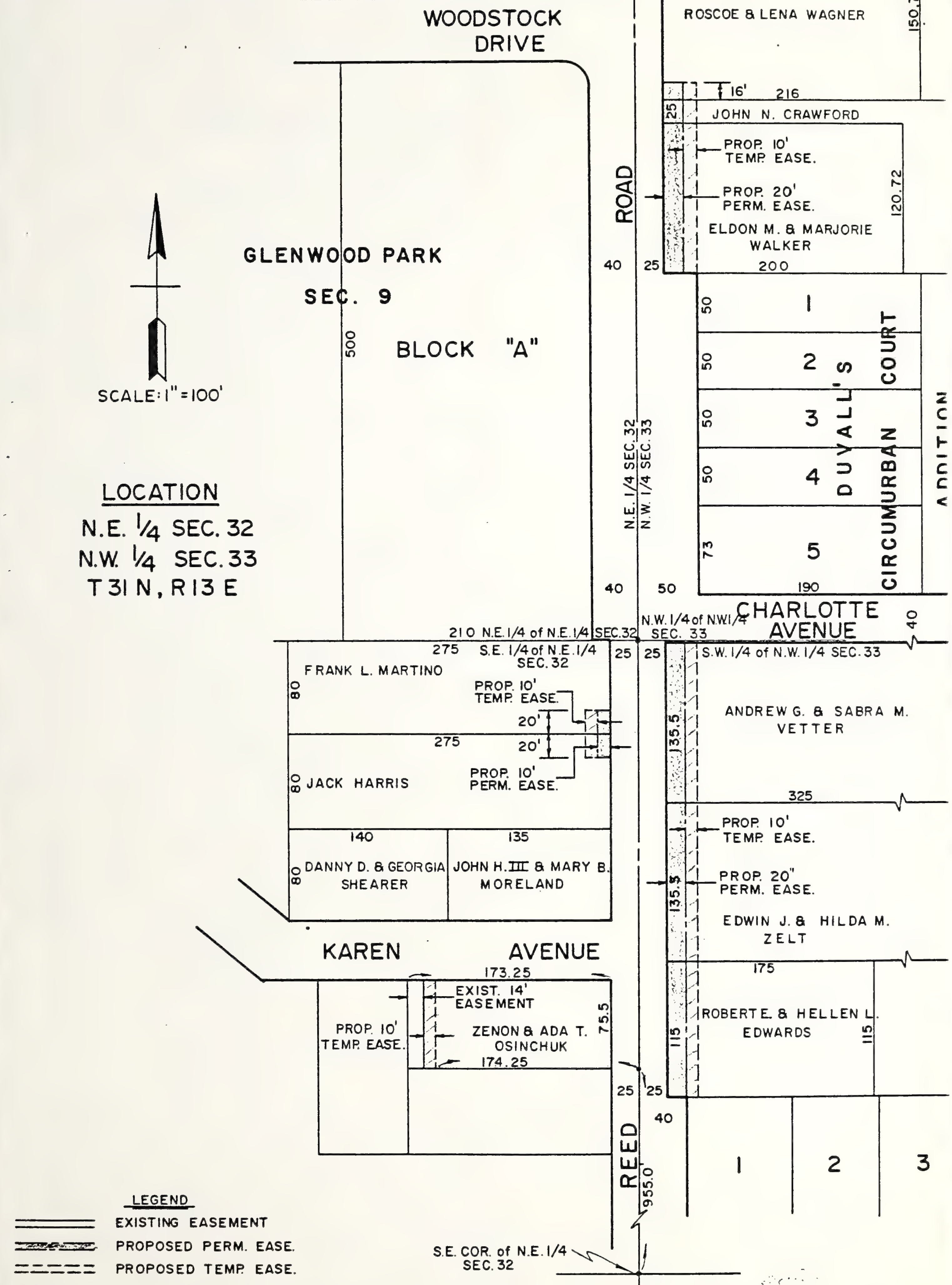
APPROVED as to form and legality:

Richard I. Shouffer
Richard I. Shouffer, Associate City Attorney

Reference: Sewer Improvement Resolution 889-83

This instrument prepared by:
C.DUANE EMBURY, P.E., Chief
Water Pollution Control Engineer of
CITY OF FORT WAYNE

REED RD.—KAREN AVE.
SANITARY SEWER
EASEMENT RESOLUTION 212-1983
PERMANENT AND TEMPORARY
REFERENCE SEWER IMPROVEMENT RESOLUTION 889-1983


WOODSTOCK DRIVE
GLENWOOD PARK
SEC. 9
BLOCK "A"
500
SCALE: 1" = 100'
LOCATION
N.E. 1/4 SEC. 32
N.W. 1/4 SEC. 33
T31 N, R13 E
ROAD
REED
955.0'
N.E. 1/4 SEC. 32
N.W. 1/4 SEC. 33
216
ROSCOE & LENA WAGNER
150.72
16'
216
25
JOHN N. CRAWFORD
PROP. 10' TEMP. EASE.
PROP. 20' PERM. EASE.
120.72
ELDON M. & MARJORIE WALKER
40
25
200
50
1
2
3
4
5
73
190
DUVALL'S
CIRCUMURBAN COURT
ADDITION
40
50
CHARLOTTE AVENUE
40
210 N.E. 1/4 of N.E. 1/4 SEC. 32
N.W. 1/4 of NW 1/4 SEC. 33
275
S.E. 1/4 of N.E. 1/4 SEC. 32
S.W. 1/4 of N.W. 1/4 SEC. 33
25
25
FRANK L. MARTINO
80
PROP. 10' TEMP. EASE.
20'
20'
PROP. 10' PERM. EASE.
JACK HARRIS
135.5
ANDREW G. & SABRA M. VETTER
325
PROP. 10' TEMP. EASE.
PROP. 20" PERM. EASE.
140
135
DANNY D. & GEORGIA SHEARER
JOHN H. III & MARY B. MORELAND
EDWIN J. & HILDA M. ZELT
KAREN AVENUE
173.25
175
EXIST. 14' EASEMENT
PROP. 10' TEMP. EASE.
ZENON & ADA T. OSINCHUK
75.5
174.25
ROBERT E. & HELLEN L. EDWARDS
115
115
25
25
40
1
2
3
LEGEND
EXISTING EASEMENT
PROPOSED PERM. EASE.
PROPOSED TEMP. EASE.
S.E. COR. of N.E. 1/4 SEC. 32

Jan 9, 1984

C. Duane Embury

C. DUANE EMBURY L.S. S0024

2524 Caroline St
Fort Wayne, In 46803

73-252-8
1/11/84
84-982 H.I.

COPY

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH THAT: The CITY OF FORT WAYNE, a municipal corporation organized and existing under the laws of the State of Indiana, of Allen County in the State of Indiana, releases and quit-claims to ETHEL BREWER of Allen County, State of Indiana, for and in consideration of the real estate and other valuable consideration, the receipt whereof is hereby acknowledged, the following described real estate in Allen County in the State of Indiana, to wit:

Lot 10 L. M. Jones Subdivision of Out Lot 1
Commissioner Addition to Laselleville, Indiana.

The Grantor certifies that no Indiana Gross Income Tax is due and payable in respect to the transfer made by this Deed.

Dated this 11th day of January, 1984.

CITY OF FORT WAYNE, a municipal corporation

by ______________________
Winfield C. Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

by ______________________

by Betty R. Collins

by Jack Wilson, Sr.

1984 JAN 13 PM 2:53
ALLEN COUNTY RECORDER
Virginia L. Young

Acknowledged and attested:

Sandra E Kennedy
Sandra Kennedy - City Clerk

DULY ENTERED FOR TAXATION
JAN 12 1984
AUDITOR OF ALLEN COUNTY

STATE OF INDIANA
COUNTY OF ALLEN SS:

Before me, a Notary Public in and for Allen County, Indiana, this 11th day of January, 1984, personally appeared Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, who acknowledged the execution of the foregoing instrument for and on behalf of the CITY OF FORT WAYNE, and Sandra Kennedy, City Clerk of the City of Fort Wayne, who acknowledged the subscription and signature of Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, for theuses and purposes therein expressed.

Thelma A. Morris
Thelma A. Morris Notary Public

My commission expires:
8/2/87

Resident of Allen County

STATE OF INDIANA
COUNTY OF ALLEN SS:

Before me, a Notary Public in and for Allen County, Indiana, this 11th day of January, 1984, personally appeared Stephen A. Bailey, Betty R. Collins and Jack Wilsons, Sr. for and on behalf of the Board of Public Works, who acknowledged the execution of the foregoing instrument for and on behalf of the CITY OF FORT WAYNE, for the uses and purposes therein expressed.

Thelma A. Morris
Thelma A. Morris Notary Public

My commission expires:
8/2/87

Resident of Allen County

INSTRUMENT R 9561

This instrument prepared by George Martin Attorney at Law

WATER UTILITY EMERGENCY RESOLUTION NO 73-250-1

WHEREAS, an existing 36" gate valve on one of the two raw water lines to the Water Filtration Plant has broken on Parnell Avenue at Ferguson; and

WHEREAS, the replacement of this valve cannot be performed by City personnel; and

WHEREAS, an emergency exists to immediately repair this valve;

NOW, THEREFORE, the Board of Public Works declares that an emergency does exist to immediately replace the valve and directs the following actions to be taken:

1. The Water Engineering Department shall prepare a purchase requisition for purchase of necessary materials estimated to cost $15,000.00;

2. The Water Engineering Department shall solicit invitational quotations from qualified local contractors;

3. The Purchasing Department shall, upon the receipt of the purchase requisition, issue a purchase order;

4. The Board of Public Works, upon receipt of quotations, will proceed without any unnecessary delay to award the contract to the lowest and most qualified contractor with the Water Utility providing all materials.

5. The Chief Water Engineer and Water Filtration Superintendent shall be jointly in charge of, and responsible for, the inspection of the repair and replacement of said valve.

Adopted this 4th day of January, 1984

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

STEPHEN A. BAILEY, CHAIRMAN

Betty R. Collins
BETTY R. COLLINS, MEMBER

Jack Wilson Sr.
JACK WILSON, SR., MEMBER

ATTEST:

Helen V. Gochenour
HELEN V. GOCHENOUR, CLERK

CERTIFICATION OF RESOLUTIONS OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE

73-244-1
12/27/83
H.I.

COMES NOW, Helen V. Gochenour, and states that she is the duly appointed and serving Clerk to the Board of Public Works of the City of Fort Wayne, Indiana, and that in said capacity she is the keeper of all of the records, minutes, journals and resolutions of said Board and that the following are true and correct copies of resolutions of the Board of Public Works passed at a special emergency meeting thereof, held on the 27th day of December, 1983, to-wit:

BE IT RESOLVED, that the Board of Public Works does hereby approve of the Standby Financing Agreement by and between Fort Wayne Center Associates, Ltd., and the City of Fort Wayne, Indiana, by and through its Light and Power Utility. A copy of this Agreement is attached hereto as a part hereof as Exhibit A and all of the terms and conditions of same are hereby ratified and deemed enforceable obligations of the Board of Public Works;

BE IT FURTHER RESOLVED that the Board does hereby approve of that certain "Reimbursement Agreement" between the Fort Wayne National Bank, Fort Wayne, Indiana, and the City of Fort Wayne and a copy of said Reimbursement Agreement is attached hereto as a part of Exhibit B. This Agreement is approved and ratified in all respects and is enforceable in accordance with its terms and the Board is hereby empowered to follow the terms and conditions of same and said Agreement is deemed an enforceable obligation of the City and its utilities;

BE IT FURTHER RESOLVED that the Board of Public Works does hereby grant and convey unto the Fort Wayne National Bank of Fort

Wayne, Indiana a lien on the net operating revenues of the City of Fort Wayne's Light and Power Utility Fund as required in the annexed Reimbursement Agreement to the extent as required in said Reimbursement Agreement. Specifically, said lien granted in favor of the Fort Wayne National Bank is for a sum of Four Hundred Thousand Dollars ($400,000.00) per year, commencing in the year 1984, cumulatively, during the term of the Reimbursement Agreement;

BE IT FURTHER RESOLVED THAT the Four Hundred Thousand Dollars ($400,000.00) per year of net operating revenues pledged to the Fort Wayne National Bank pursuant to the Reimbursement Agreement shall be segregated in a separate fund and deposited, annually, with the Fort Wayne National Bank, who shall pay to the City a market interest rate on same, as negotiated from time to time by said Bank and the City Controller and that said monies shall remain so segregated and on deposit in a separate reserve fund, as accumulated, for the term of the Reimbursement Agreement and that authority is hereby specifically given for the establishment of this separate fund;

BE IT FURTHER RESOLVED THAT during the term of the Reimbursement Agreement the Board of Works does hereby covenant and warrant, to and for the benefit of the Fort Wayne National Bank, that no other liens shall be placed upon the net operating revenues of the City of Fort Wayne's Light and Power Utility Fund;

BE IT FURTHER RESOLVED THAT in the event that the Fort Wayne National Bank is required to honor its Letter of Credit to the Bank of America, as referenced in the Reimbursement Agreement, then, and in such event, the City shall repay to said Bank all sums said Bank was required to pay under its Letter of Credit within a hundred and eighty (180) days from date of payment as made by the Fort Wayne National Bank. The City's payment source may include the issuance and sale of revenue bonds against the operating revenues of the City of Fort Wayne's Light and Power Utility;

BE IT FURTHER RESOLVED THAT in the event the Fort Wayne National Bank is required to honor its Letter of Credit pursuant to the Reimbursement Agreement, that the Board of Works shall grant a lien to said Bank, at that time, on all net operating revenues of the City of Fort Wayne's Light and Power Utility Fund to the extent necessary to repay to said Bank the sums expended by the Bank under its Letter of Credit; and

BE IT FURTHER RESOLVED THAT the individual members of the Board of Public Works are hereby empowered and authorized to execute any and all documents as referenced herein and any and all other documents as reasonably required by the Fort Wayne National Bank to fulfill the Resolutions of the Board of Public Works as made herein.

IN WITNESS WHEREOF, this Certification has been signed this 27th day of December, 1983.

Helen V. Gochenour
Helen V. Gochenour, Clerk of the
Board of Public Works

IN WITNESS WHEREOF, comes now the individual members of the Board of Public Works of the City of Fort Wayne, Indiana and state that the above and foregoing are true and correct resolutions of the Board of Public Works as contained in the minutes and journals of said Board.

Stephen A. Bailey, Chairman

Jack Wilson Sr.

Jack Wilson, Sr., Member

Betty Collins, Member

- 73-246-3 Exhibit B
12/27/83
H.I.

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement dated as of December 29, 1983, is entered into by and between THE CITY OF FORT WAYNE, INDIANA, a municipal corporation duly organized and existing under the laws of the State of Indiana, by and through its Light and Power Utility (the "City"), and FORT WAYNE NATIONAL BANK, a national banking association (the "Bank").

The City has agreed to issue and sell its City of Fort Wayne, Indiana Floating Rate Monthly Demand Industrial Development Revenue Bonds (Fort Wayne Center Associates Ltd. Project) 1983 Series, in the aggregate principal amount of $10,000,000 (the "Bonds") pursuant to the Indenture of Trust dated as of December 1, 1983 (the "Indenture"), between the City and Indiana Bank and Trust Company of Fort Wayne, as trustee (the "Trustee"), and lend the proceeds from the issuance of the Bonds to FORT WAYNE CENTER ASSOCIATES, LTD., a limited partnership organized under the laws of the State of Indiana (the "Company") pursuant to a Loan Agreement entered into between the City and the Company and dated as of December 1, 1983 (the "Loan Agreement") for the sole and exclusive purpose of financing the costs of the acquisition, construction and installation by the Company of a hotel in Fort Wayne, Indiana (the "Project").

The BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association ("B of A") has agreed to issue an irrevocable letter of credit ("B of A Letter of Credit") in favor of the Trustee in an amount equal to the principal amount of the Bonds issued under the

Indenture, plus an amount equal to sixty five (65) days' accrued interest on the Bonds up to an aggregate amount of interest of $357,000 plus an aggregate amount up to $15,000 for discount on the remarketing of Bonds, subject to certain conditions, including the issuance by Bank of the irrevocable letter of credit in favor of B of A in support of all amount payable by Company to B of A pursuant to the Credit Agreement entered between B of A and Company as of December 1, 1983, and the Revolving Note executed by Company in favor of B of A on December 29, 1983, in the maximum amount of $3,000,000.00.

In consideration of the following warranties and covenants made by the City hereunder, Bank agrees to issue its letter of credit ("Letter of Credit") in favor of B of A in the maximum amount of $3,000,000.00, upon the terms and conditions to be negotiated between Bank and B of A.

I
TERMS

1. The City agrees that in the event Bank is required at any time to disburse funds to B of A under the Letter of Credit, the City shall reimburse the Bank in accordance with the terms and conditions of this Agreement.

2. Concurrently with the Bank's issuance of the Letter of Credit in favor of B of A, the City shall create a special reserve fund (the "Reserve Fund") by establishing a special deposit account with the Bank, which shall be used solely to reimburse the Bank upon each payment by Bank under the Letter of Credit. Commencing on or before December 31, 1984, and annually on or before December 31 of each consecutive year thereafter while the Letter of Credit is in effect, until a sum not to exceed $3,000,000.00

shall be deposited in the Reserve Fund, the City shall deposit the sum of $400,000.00 to the Reserve Fund. The City agrees to take such action as is required to create a valid first lien on the Reserve Fund for the benefit of Bank, and City shall not thereafter place any other lien or encumbrance on the Reserve Fund. The Reserve Fund shall be invested by Bank at a market interest rate as agreed upon from time to time between Bank and the City. Interest earned in the Reserve Fund shall be paid to the City upon request therefor from time to time made to Bank by the Controller for the City.

3. In the event Bank is required to disburse under its Letter of Credit, the City shall reimburse Bank in the full amount of such disbursement within one hundred eighty (180) days from receipt by the City of written notice from Bank that a disbursement has been made under the Letter of Credit. The City shall make such reimbursement to Bank in cash and in such manner as the City shall determine, which may include the issuance and sale by the City of its revenue bonds against the operating revenues of the City of Fort Wayne Light and Power Utility.

4. Upon receipt by the City of Bank's notice that a disbursement has been made under the Letter of Credit, and if the monies then available in the Reserve Fund are insufficient to reimburse the Bank in full for such disbursement, the City shall take such action as is required to immediately place a valid lien in favor of Bank on all unencumbered net revenues of the City of Fort Wayne Power and Light Utility. The term "unencumbered net revenues" shall be defined as the gross operating revenues of the City of Fort Wayne Power and Light Utility after payment of all operating expenses and after payment of the sum of Two Hundred Seventy Five Thousand Dollars ($275,000.00) per annum to the

City Light Trust Fund. Such lien shall continue in favor of Bank until the Bank has been reimbursed in full by the City for Bank's payment under the Letter of Credit.

5. The City agrees that from the date of issuance of the Letter of Credit by Bank and thereafter for so long as City remains liable hereunder to Bank, the City shall not place or cause to be placed any other lien or encumbrance on the City Light and Power Utility Fund, or in any way commit or obligate the net operating revenues from the City Light and Power Utility Fund, unless such other lien, encumbrance, commitment or obligation is subordinate to the liens granted to Bank by the City under this Agreement. The City agrees that no other such lien, encumbrance, commitment or obligation shall be placed on the City Light and Power Utility Fund without City first providing Bank with evidence satisfactory to Bank that such other lien, encumbrance, commitment, or obligation is subordinate to the liens granted to Bank hereunder.

6. The parties agree that all sums due hereunder to Bank shall bear interest at a fluctuating interest rate per annum equal to eighty percent (80%) of the prime rate of Bank, as the same may change from time to time, which interest shall be payable monthly.

7. The City agrees that in the event an appropriation is required for the establishment of the Reserve Fund or for the performance of any obligation by the City to Bank now or hereafter required by the terms of this Agreement, the City shall forthwith appropriate by Appropriation Ordinances the funds necessary for the establishment of the Reserve Fund and the performance of any such obligation and shall take such other action as may from time to time be required to perform any such obligation and to perfect Bank's interest or interests hereunder.

8. The City shall pay or cause to be paid to Bank an annual issuance fee in an amount equal to one and one-half percent (1-1/2%) of the then outstanding maximum standby commitment hereunder, the first such annual issuance fee to be paid upon the date of issuance of the Letter of Credit by the Bank and annually thereafter on the anniversary date of the issuance of the Letter of Credit; provided, however, that the annual issuance fee shall be one-half percent (1/2%) on that portion of the then outstanding maximum commitment which is collateralized by the sum on deposit in the Reserve Fund on the date of payment of such issuance fee.

9. In the event the City fails to reimburse Bank in full for the disbursements made by Bank under the Letter of Credit within one hundred eighty (180) days from receipt of written notice of such disbursement, Bank may elect to require the City to assign to Bank any or all of the interests which the City has received from Company under the Standby Financing Agreement dated December 29, 1983, between the City and Company, including but not limited to the real estate mortgage on the Project and the promissory note of Company in favor of the City, and City shall forthwith take such action as may be required to effect such assignment to Bank.

II
CONDITIONS PRECEDENT

The obligation of the Bank to issue the Letter of Credit is subject to the following conditions:

The Bank shall have received:

1. The opinion of the City Attorney for the City in form satisfactory to counsel for Bank to the effect that the action to be

taken by the City under this Agreement will grant to Bank the rights and interests to be granted Bank under the terms of this Agreement;

2. Bank shall have received the Reimbursement Note and Collateral Assignment, copies of which are attached hereto, executed by the City;

3. The issuance of the Bonds and the existence of each of the remaining financing mechanisms which are required to finance the Project, as described in the Credit Agreement dated December 29, 1983, between B of A and the Company.

4. Such other evidence, documents, instruments, approvals, and opinions as Bank may reasonably request, all of which shall be acceptable to Bank and counsel for Bank.

III
REPRESENTATIONS AND WARRANTIES

The City represents and warrants that:

1. Due Organization. The City is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Indiana, has all requisite power and authoriy to enter into the transactions described herein.

2. Authority. The execution, delivery and performance by the City of this Agreement, the Reimbursement Note and the Collateral Assignment are within the City's power.

3. No Violations. The City is neither in default under nor in violation of any indenture, mortgage, deed, lease, loan agreement, note, order, judgment, decree or other agreement or instrument or restriction of any kind

or character to which it is party, by which it is bound, or to which it or any of its assets is subject, which default or violation would have a material adverse effect on the transactions contemplated by this Agreement and the Reimbursement Note or the Collateral Assignment which would materially and adversely affect its ability to comply with the terms of this Agreement. Neither the execution and delivery of this Agreement and Reimbursement Note and Collateral Assignment, nor compliance with the terms, conditions and provisions of this Agreement and the Reimbursement Note and Collateral Assignment will conflict with or result in the breach of, or constitute a default under any of the foregoing.

4. No Litigation. There is no action, suit, proceeding or investigation at law, in equity, or before or by any public board or body, pending or, to the best knowledge of the City, threatened against or affecting the City, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or the validity of this Agreement, the Reimbursement Note or the Collateral Agreement, or which would materially adversely affect its ability to comply with the terms of this Agreement, the Reimbursement Note or the Collateral Assignment.

IV
MISCELLANEOUS

1. Notices. Any communications between the parties hereto or notices provided herein to be given may be given by mailing the same, postage prepaid, to each party at the address set forth on the signature pages hereto, or to such other addresses or to the attention of such persons as either party may in writing hereafter indicate.

2. Binding Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the City shall not assign this Agreement or any of its rights, duties or obligations hereunder without the prior written consent of Bank.

3. Waivers. No delay or omission by Bank to exercise any right under this Agreement shall impair any such right, nor shall it be construed to be a waiver thereof. No waiver of any single breach or default under this Agreement shall be deemed a waiver of any other breach or default.

4. Complete Agreement. This Agreement and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement and any such agreement, document or instrument, the terms, conditions and provisions of this Agreement shall prevail.

5. Governing Law. This Agreement, and any instrument or agreement required hereunder, shall be governed by, and construed under, the laws of the State of Indiana.

6. Amendments, Etc. No amendment, waiver, modification or release of any provision of this Agreement nor consent to any departure by the City therefrom shall in any event be effective, irrespective of any course of dealing with any of the parties hereto, unless the same shall be in writing

and signed by the Bank, and then such amendment, waiver, modification or release shall be effective only in the specific instance and for the specific purpose for which given.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers, as of the day and year first above written.

Address:

Office of the Mayor
City-County Building
One Main Street
Fort Wayne, Indiana 46801

CITY OF FORT WAYNE, INDIANA, by and through ~~its Light~~ and Power Utility,

By ______________________
Winfield C. Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

Address:

Commercial Loan Department
110 West Berry Street
Fort Wayne, Indiana 46802

FORT WAYNE NATIONAL BANK,

By ______________________
Vice President

BOARD OF PUBLIC WORKS:

____
Jack Wilson, Sr.
____

73-245-2 Exhibit A
12/27/83
H.I.

STANDBY FINANCING AGREEMENT

This Standby Financing Agreement is entered into by and between Fort Wayne Center Associates, Ltd., an Indiana Limited Partnership ("Borrower"), and the City of Fort Wayne, Indiana, by and through its Light and Power Utility ("Lender").

WHEREAS, the City of Fort Wayne, Indiana, has agreed to issue Ten Million Dollars ($10,000,000.00) of Economic Development Revenue Bonds ("the Bonds") and loan the proceeds to Borrower for the purpose of constructing a hotel in downtown Fort Wayne, and

WHEREAS, E. F. Hutton & Company, Inc. ("Hutton") has agreed to underwrite the issuance of said bonds pursuant to a Bond Purchase Agreement, but only if said bonds are backed by a Letter of Credit, and

WHEREAS, Bank of America National Trust and Savings Association ("B of A") is willing to issue a Letter of Credit in the amount of Ten Million Dollars ($10,000,000.00) plus sixty-five days (65) of accrued interest, which Letter of Credit will pay the bond trustee for the benefit of the bondholders, but the Letter of Credit will only be issued if Atlantic Financial Federal Savings and Loan ("AFF") issued a standby Mortgage Loan commitment in the amount of Six Million Dollars ($6,000,000.00) and if the Lender agrees to issue this Standby Financing Agreement in the amount of Three Million Dollars ($3,000,000.00), and

WHEREAS, construction of a downtown hotel in Fort Wayne will result in hundreds of construction and permanent jobs, an increase in the tax base, and will attract additional visitors to the City, all of which are of benefit to the City and its citizens, and

WHEREAS, based upon the foregoing, the Lender is willing to enter into this Standby Financing Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The Borrower agrees to construct a 250 room downtown convention hotel on the eastern one-third of the block bounded by Calhoun Street, Washington Blvd., Harrison Street and Jefferson Blvd., Fort Wayne, Indiana.

2. The Borrower agrees to finance the hotel construction through conventional debt, the bonds, an Urban Development Action Grant, and with other debt and equity mechanisms.

3. The Borrower agrees to obtain a Six Million Dollar ($6,000,000.00) standby loan from AFF.

4. The Borrower agrees to grant to the Lender, in the event the Lender is required to fund the within loan, a second mortgage on the hotel real estate and improvements thereof, together with an assignment of all leases, rentals and income, and a security interest in the Borrower's rights and all personal property and fixtures relating to such property, subject to no other mortgage, lien or claim other than the first mortgage, lien or claim of AFF, in the amount not to exceed Six Million Dollars ($6,000,000.00), to which Lender hereby agrees to be subordinated. Any such mortgages, assignments and interests shall be granted to the Lender simultaneously with the Bank of America receiving payment from the Borrower from the proceeds of the within loan.

5. The Borrower agrees to repay the loan contemplated herein, pursuant to a promissory note, at an interest rate of two percent (2%) over the prime commercial lending rate of the Bank of America adjusted monthly, with payments of principal and interest amortized over twenty (20) years, but with payment in full within five (5) years from the date of said loan. If the loan is paid in increments then repayment shall be within five (5) years from the date the first increment is made.

In the event the Lender is required to fund the within loan, in whole or in part, the following shall apply:

(a) Prior to the making of the loan the Lender shall be furnished with satisfactory evidence of the title revealing fee simple title in the Borrower subject to no mortgages, liens and encumbrances excepting those granted to AFF as referred to herein;

(b) An agreement from the Borrower as to the fact that the Borrower will not incur any additional indebtedness with respect to the hotel and the hotel operations without the prior consent of the Lender.

6. During the term of the agreement, the Borrower agrees to submit the following to the Lender:

(a) Monthly profit and loss statements;

(b) A listing of all accounts payable of the Borrower due and unpaid for forty-five (45) days or more;

(c) Annual audited financial statements of the Borrower;

(d) Satisfactory proof of all payments to the bond fund;

(e) The right to inspect all books and records of the Borrower during normal business hours.

7. The Borrower does reaffirm and ratify all of those obligations, representations and warranties contained in that certain loan agreement dated December 1, 1983, between the Lender and the Borrower relating to the bonds and specifically and without limitation, Sections 2.02, 3.01, 3.02, 3.03, 3.04, 3.05, 3.06, 6.01, 6.02, and 6.03 thereof.

8. Lender commits to the Borrower, on a standby basis, up to the sum of Three Million Dollars ($3,000,000.00) subject to all of the terms and conditions herein stated and specifically subject to the following terms and conditions:

(a) Lender's liability hereunder and accordingly its commitment herein made shall not commence until that point in time that the Certificate of Occupancy for the hotel is issued. Furthermore, the Lender's commitment shall be limited to five (5) years and thirty (30) days from the date of the issuance of the bonds as issued by the City of Fort Wayne for the hotel project;

(b) In addition, the Lender's obligation to make the loan as herein committed shall only come about if B of A makes full payment under its Letter of Credit issued in connection with the Bond Indenture;

(c) The Lender's loan shall be limited to funds available from the unencumbered net revenues of the City of Fort Wayne Light and Power Utility, but shall, in all events, be subject to the rights of the Fort Wayne National Bank as contained in that certain Reimbursement Agreement dated December 29, 1983, between said Bank and the Lender. The term "unencumbered net revenues" shall be defined as the gross operating revenues of the Light and Power Utility after payment of all operating expenses and after payment of the sum of Two Hundred Seventy-Five Thousand Dollars ($275,000.00), per annum, to the City Light Trust Fund. Notwithstanding this limitation, the Lender's loan shall be advanced from the proceeds of a Three Million Dollar ($3,000,000.00) bank letter of credit obtained pursuant to a separate agreement between Lender and the Fort Wayne National Bank. The advance of proceeds from the Fort Wayne National Bank's Letter of Credit shall satisfy the Lender's loan obligations herein made. Furthermore, the Lender's loan obligation of Three Million Dollars ($3,000,000.00) shall be reduced by all monies paid which result in a permanent reduction of principle on the bonds and, in addition thereto, any sums paid by the Lender pursuant to Paragraph 8(d)(i), immediately following, which have been approved by B of A;

(d) Notwithstanding anything to the contrary, the Lender shall have the following rights:

(i) Upon notice of an event of default or threatened default by the Borrower under the Bond Loan Agreement, the Lender may, but shall not be required to, make payments for the benefit of the Borrower to cure any such defaults or threats of default for up to a period of one hundred eighty (180) days from the date of notice thereof;

(ii) In the event the Lender makes any such payments as referred to said paragraph (i) immediately above, then, and at that time, the Borrower shall, at Lender's option, do the following;

(a) Assign the hotel operations contract and the operation of the hotel to Lender;

b) Execute a promissory note payable to the order of the Lender for the amount of payment(s) made, said note to be payable ninety (90) days from the date Lender makes such payment or payments and with interest at the rate of the prime commercial lending rate of B of A plus two percent (2%).

9. Any notices required to be sent hereunder shall be delivered either personally or sent certified United States Mail, postage prepaid, as follows:

To the Lender: City Controller's Office
City-County Building
Fort Wayne, Indiana 46802,
with copy sent to City
Attorney's Office
City-County Building
Fort Wayne, Indiana 46802

To the Borrower:

10. This Agreement shall constitute the entire Agreement between the parties and no modification of this Agreement shall be considered valid unless executed by the party sought to be charged thereunder.

11. Neither this Agreement nor any part hereof may be assigned by the Borrower without the express written consent of the Lender. Without diminishing this proscription against assignment, this Agreement shall be binding upon the parties hereto their successors and assigns.

12. This Agreement shall be construed in accordance with the laws of the State of Indiana.

13. This Agreement and the obligations of the Lender herein are subject to approval by the Common Council of the City of Fort Wayne, Indiana, and in that regards such approval of the Common Council shall be deemed given if this Agreement is approved by the Common Council either by the passage of an ordinance or resolution approving same. Furthermore, obligations of the Lender , specifically the Lender's obligation to pay monies hereunder, shall be subject to appropriation of all said monies at that time that funding is required. The Lender's obligations are also subject to the Borrower obtaining all other necessary financing to close the hotel project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 29th day of December, 1983.

CITY OF FORT WAYNE, INDIANA, BY
AND THROUGH ITS LIGHT AND POWER
UTILITY FUND (LENDER)

BY: ______________________
Winfield C. Moses, Jr.

BOARD OF PUBLIC WORKS

____

____

____

FORT WAYNE CENTER ASSOCIATES, LTD.
(BORROWER), BY AND THROUGH ITS
FORT WAYNE CENTER ASSOCIATES, INC.,
ITS GENERAL PARTNER

BY: ______________________
As its President

Attest ~~BY:~~ ______________________, Sec.
As its Secretary

12
1

73-237-34
12/7/83
H.I.

REHABILITATION OF SEWERS
SSES Subsystesm DS, ES, GS, KS
Resolution 395-1983

RESOLVED by the Board of Public Works of the City of Fort Wayne, State of Indiana, that the rehabilitation of existing local sanitary sewers within the part of the South Half of Section 23, the West Half of Section 25 and Section 26, Township 31, Range 12 East; the South Half of Section 19 and the North Half and Southwest Quarter of Section 30, Township 30, Range 13 East; Section 21, the West Half of Section 22, the Southeast Quarter of Section 24, the North Half of Section 25, the West Half of Section 27, Section 28, the Southeast Quarter of Section 29, Section 33, and the Southwest Quarter of Section 34, Township 30, Range 12 East; the North Half and Southwest Quarter of Section 4, Section 5, Section 8 and the West Half of Section 9, Township 29, Range 12 East; is in the best interest of the Citizens of Fort Wayne; **THEREFORE, BE AND THE SAME IS HEREBY ORDERED,** more particularly described as follows:

SUBSYSTEM DS

The boundaries of Subsystem DS are Coliseum Boulevard on the North, Parnell Avenue on the West, Penn Place on the South and the Old New York Central Line Railroad Track on the East.

SUBSYSTEM ES

The boundaries of Subsystem ES are Coliseum Boulevard on the North, Sherman Road on the West, the Spy Run Creek on the South and the Old New York Central Line Railroad Track and Northrop Street on the East.

SUBSYSTEM GS

The boundaries of Subsystem GS are Engle Road on the North, Ardmore Avenue, the Harbor Ditch and the Indianapolis Road (State Road No. 3) on the West, the Baer Field Municipal Airport on the South, and the Norfolk and Western Railroad and Bluffton Road (State Road No. 1 and 3) on the East.

SUBSYSTEM KS

The boundaries of Subsystem KS are Paulding Road, Roosevelt Drive, Pettit Avenue and Fairfax Avenue on the North, Decatur Road on the West, Gable Road and Stardale Drive on the South, and Hessen Cassel Road on the East.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the **Office of the Board of Public Works** of said City all as provided for in an Act of the General Assembly of the State of Indiana, and in accordance with and pursuant to the provisions of all acts and amendatory thereto and supplemental thereof passed by the General Assembly of the State of Indiana.

IT IS HEREBY FOUND by said **Board of Public Works** that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by funds from Federal, State and City governmental agencies. The city monies will be appropriated from the Sewer Utility Funds of City Utilities.

ADOPTED this 7th day of December 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Jack Wilson Sr.
Jack Wilson, Sr., Member

ATTEST:

Helen Gochenour
Helen Gochenour, Clerk

This instrument prepared by:
C. Duane Embury, P.E., Cheif
Water Pollution Control Enigneer
CITY OF FORT WAYNE

RESOLUTION 73-236-32

12/7/83

WHEREAS, SCOTT & DEBBY KUHN and ROBERT & JUDITH POWELL H.I. have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public portion of the street in Fort Wayne, Allen County, to-wit:

A 50' x 142' 01" portion of Dellview Drive, Eastland Gardens
Addition - Section "B" to the City of Fort Wayne, Indiana
said portion described above borders Lots 262 & 261

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public street has been routed throug the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public street hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public street hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public street or part thereof for the vacation and operation of its utility facilities shall be not deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, Stephen A. Bailey, Chairman of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Works at their meeting held December 7, 1983 and as same appears of record in the official records of said Board of Public Works.

DATED THIS 7th DAY OF December 1983

FORT WAYNE BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Jack Wilson, Sr., Member

53

RESOLUTION 73-236-31 12/7/83

H.I.

WHEREAS, ALAN GRIEBEL has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public utility easement situated in Fort Wayne, Allen County, to-wit:

> 14 foot easement on the east edge of Lot #35, Summit Ridge Addition, except for the North 10 feet of said easement

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public utility easement has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public utility easement hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public easement hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public easement or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, Stephen A. Bailey, Chairman of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Public Works at their meeting held December 7, 1983 and as same appears of record in the official records of said Board of Public Works.

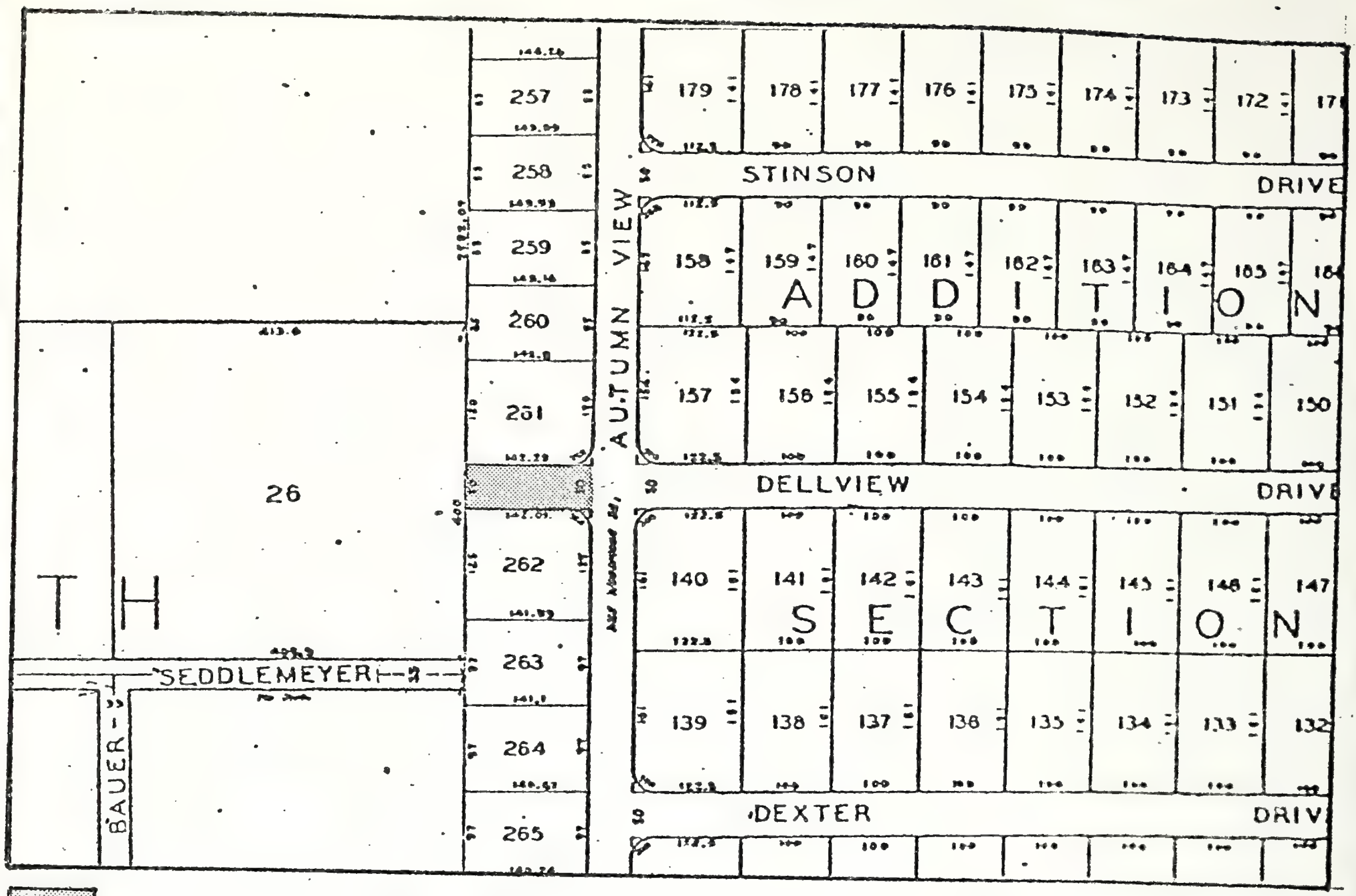
DATED THIS 7th DAY OF December 1983

FORT WAYNE BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Jack Wilson Sr.
Jack Wilson, Sr.


STINSON DRIVE
DELLVIEW DRIVE
DEXTER DRIVE
AUTUMN VIEW
SEDDLEMEYER
BAUER
ADDITION
TH SECTION
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258
259
260
261
262
263
264
265
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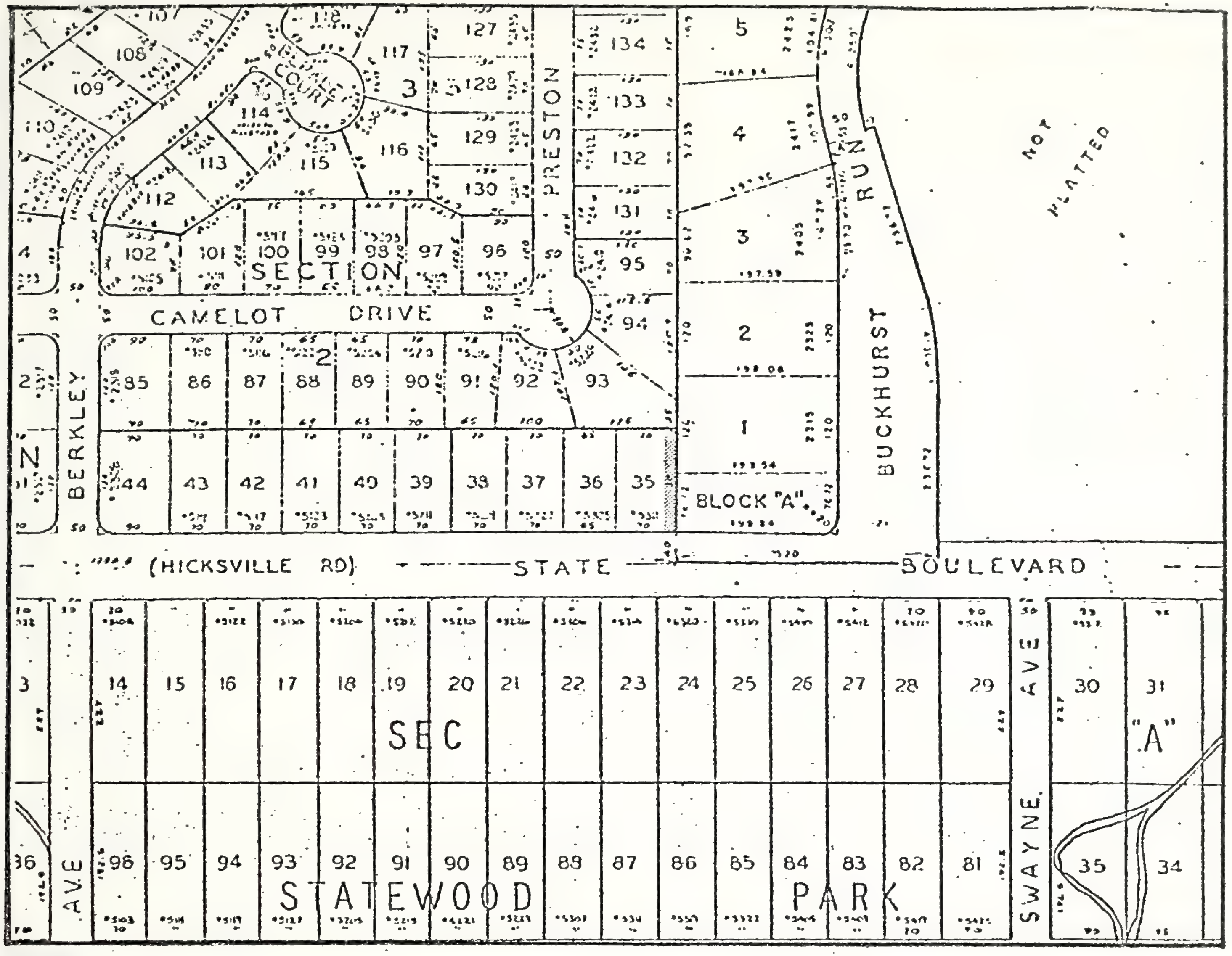
▨ A PETITION TO VACATE THE ABOVE DESCRIBED PORTION OF PUBLIC STREET.

6-83-11-33

MAP NO. Q-27

N

8-18-83



CAMELOT DRIVE
PRESTON
BUCKHURST RUN
BERKLEY
SECTION 2
SECTION 3
BLOCK "A"
NOT PLATTED
(HICKSVILLE RD) STATE BOULEVARD
SWAYNE AVE
AVE
SEC "A"
STATEWOOD PARK

▨ A PETITION TO VACATE THE DESCRIBED EASEMENT SHOWN ABOVE.

MAP NO. T-18

6-83-11-32

11-4-83

VACATION: Portion of Dellview Drive

ENGINEERING REMARKS:

1. Street Lighting

   Ok to vacate.

2. Traffic Engineering

   No objection.

3. Water Engineering

   There is an existing water main approximately 10' south of North right-of-way line. We will require an easement to be retained.

   Please provide this office with a copy of the easement document for our file.

4. Street Engineering

   Owner of Lot #26 Curdes South Acres Addition should join in signing petition.

5. Park Board

   Ok to vacate.

6. I&M

   Yes, we do require an easement for existing facilities.

   REMARKS: The west 14 feet of Dellview Drive as platted.

7. Cox Cable

   No, we do not require an easement.

8. GT&E

   No, we do not require an easement.

9. NIPSCO

   No, we do not require an easement.

EASEMENTS HAVE BEEN AGREED TO BY PETITIONER!

VACATION: Utility Easement - 14' easement on the east edge of Lot #35, Summit Ridge Addition, except for the North 10 feet of said easement.

ENGINEERING COMMENTS:

1. WPCE

There are no recorded sewers in said easement description and no future plans on record; therefore, WPCE finds no objection.

2. Water Engineering

No problems with water department.

3. Street Light Engineering

OK to vacate.

4. Park Board

OK to vacate.

5. Traffic Engineering

No objection at this time.

6. NIPSCO

No objection to vacation.

7. Citizens Cable

No objection to vacation.

8. GTE

No objection to vacation.

9. I & M

No objection to vacation.

RESOLUTION 73-235-28

12/7/83
H.I.

WHEREAS, NOWAK & WILLIAMS SUPPLY CO., INC., has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following portion of public street situated in Fort Wayne, Allen County, to-wit:

> The 210 feet of Webster Street running from the St. Mary's River to West Superior Street adjacent to Lots Numbered 6 and 7, all in block number one, Ewing's Addition to the City of Fort Wayne, Allen County, Indiana

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of portion of public street has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said portion of public street hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said portion of public street hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said portion of public street or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, Stephen A. Bailey, Chairman of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Works at their meeting held December 7, 1983, and as same appears of record in the official records of said Board of Public Works.

DATED THIS 7th DAY OF December 1983

FORT WAYNE BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Jack Wilson Sr.
Jack Wilson, Sr., Member

73-a31-83
11/30/83
HI

CITY/COUNTY INTERGOVERNMENTAL COOPERATION DATA PROCESSING SERVICE AGREEMENT

7-83

THIS AGREEMENT, made and entered into this 30th day of November, 1983, by and between the BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA, and the DATA PROCESSING AGENCY OF ALLEN COUNTY, INDIANA (hereinafter referred to together as "Agency") and the CITY OF FORT WAYNE, INDIANA (hereinafter referred to as "City"),

WITNESSETH:

WHEREAS, the Agency owns certain hardware, memory devices, communication devices, and software, all associated with a central data processing operation;

WHEREAS, the Agency has within its employ computer operators and technicians;

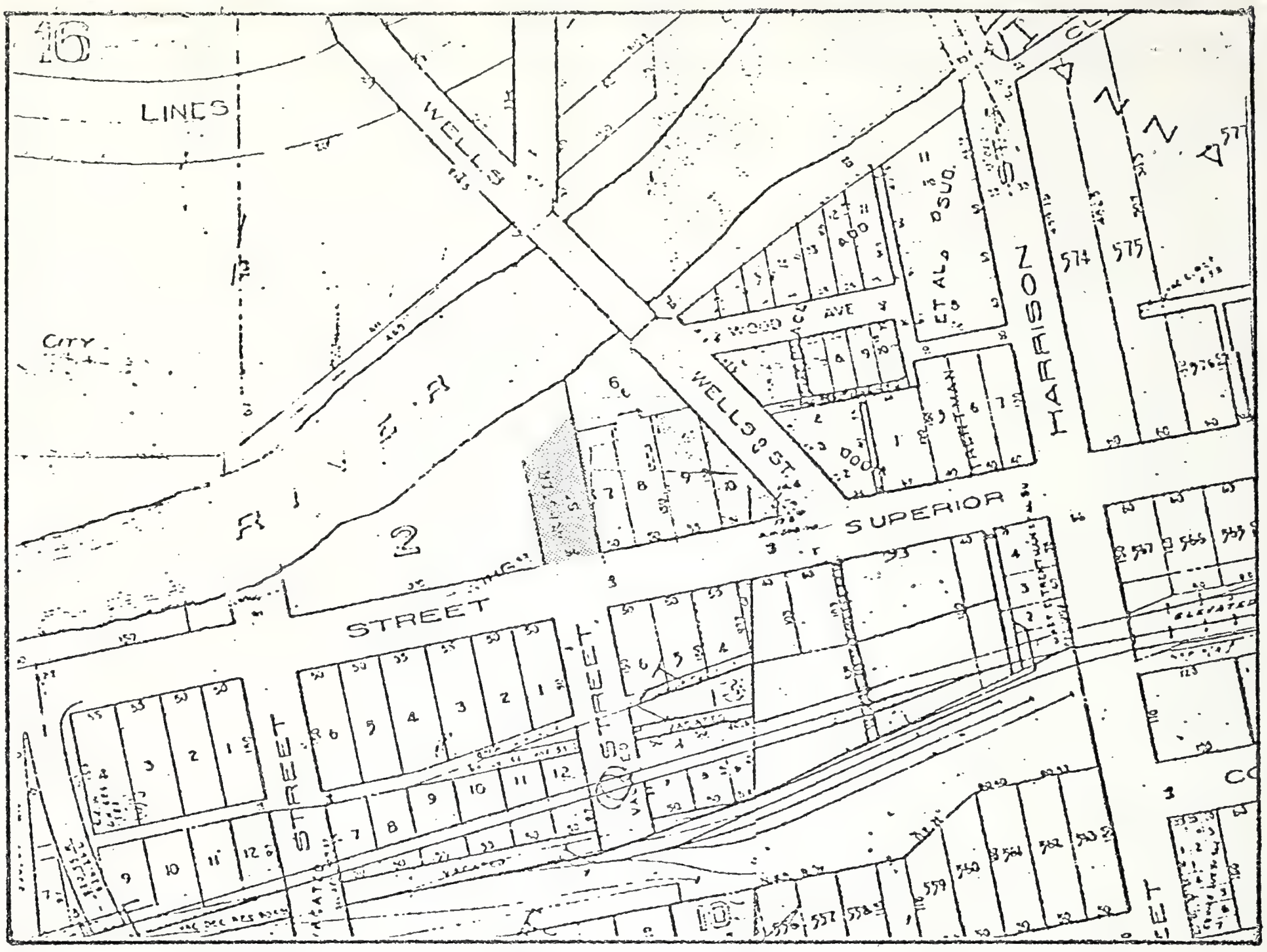
WHEREAS, the operations of the City's government and the activities of its utilities require sophisticated and continuous data processing; and

WHEREAS, the parties are desirous of entering into this Agreement, which is, in effect, a service contract;

NOW THEREFORE, it is agreed as follows:

1. Responsibilities. The Agency hereto agrees to act as a provider of services to the City, as herein defined, and in that regard, the Agency agrees to provide to the City all hardware including memory devices and communication devices located within the confines of the Agency, all software except for packages commonly known as application software, and personnel required to meet the reasonable data processing needs of the City and its utilities as those needs may exist from time to time.

The Agency agrees to take all necessary precautions within reason to prevent loss, alteration, or improper or unauthorized access to the City's programs and data. In that regard, adequate security for data files, programs, transactions, and terminal usage will be maintained by the Agency. The City will provide physical security for its terminal locations and be responsible


16
LINES
WELLS
CITY
RIVER
2
STREET
SUPERIOR
WELLS ST.
WOOD AVE
HARRISON
TROTTMAN
STREET
STREET
10
574
575

▨ A PETITION TO VACATE A PORTION OF WEBSTER STREET.

N

MAP NO. L-6

6-83-11-34

8-19-83

for the security of sign-on and password codes assigned to its terminals and files. The City will provide the Agency a list of authorized personnel that may request access to terminals, programs, and files at hours other than the normal business hours. On a daily basis the Agency will notify the City of any suspected security breach.

The City is solely responsible for obtaining and maintaining terminal and communication devices compatible to the hardware and software in use by the Agency and required by City departments to have proper on-line access to City automated systems. Furthermore, the City is solely responsible for accuracy and adequacy of the programs and data it transmits for processing or storage and the output it obtains, except in those cases of malfunction of the Agency's equipment or programs or due to the Agency's computer operator's negligence.

The City will provide and maintain adequate and up-to-date documentation required for proper execution by operators of the Agency of any batch processing requested by the City. In that regard, the City will provide necessary training for full understanding of the system procedures by the Agency's operators and adequate documentation for recovery of all data files in the event of hardware or program failure.

The City will ensure that all service requests are delivered to the Agency in time to allow proper scheduling of all necessary resources in order to meet the requested deadline. The City will provide all special forms required and will pick up and deliver all output resulting from service requests. In the event that it is impossible to meet requested deadlines due to late arrival of requests, or hardware or software problems, the City shall instruct the Agency as to the priority in which the processing should take place.

2. Resource Level. As indicated herein, the Agency will provide all necessary data processing services required to meet the needs of the City and the utilities. In that regard, the Agency will provide disk space as requested by the City to fulfill

VACATION: Portion of Webster Street

ENGINEERING REMARKS:

1. Street Engineering

   Ok to vacate.

2. Traffic Engineering

   We have no objections at this time. If the street is vacated we would like to be notified so we can remove the existing control and street name signs.

3. Water Engineering

   There is an existing 12" water main approximately 20'-25' East of West right-of-way of Webster Street. We will require an easement to be retained. Please provide this office a copy of the easement document for our file.

4. Water Pollution Control Engineering

   No sewers are recorded in this portion of Webster.

5. Park Board

   Ok to vacate.

6. GT&E

   Yes, we do require and easement for existing facilities.

   REMARKS: We have an existing cable on joint poles on the east side of area in question.

7. Cox Cable

   Yes, we do require an easement for existing facilities.

8. NIPSCO

   No, we do not require an easement.

9. I&M

   Yes, we do require an easement for existing facilities.

   REMARKS: Easements for facilities as shown on attached sketch.

EASEMENTS HAVE BEEN AGREED TO BY THE PETITIONER!

such data processing needs. Furthermore, the Director of the Agency and the Director of the City's Data Processing shall review no less than once each month the short and long-term plans for hardware and software changes which affect the other in any way. In addition, a minimum of six (6) months notification by the City is required in the event of a new system installation or major expansion so that the Agency may properly plan for same. Additional ports for local terminals or remote lines will require sufficient prior notification from the City to the Agency to enable the Agency to obtain all necessary funding and other approvals.

3. Performance Levels. The Agency will make a constant effort to keep on-line response time to a satisfactory level. In that respect, the Agency will make or recommend as appropriate file allocation changes, fine-tuning of systems, and software changes and hardware changes which are economically feasible. The Agency will meet all production deadlines for service requests received early enough to be appropriately scheduled, except where software or hardware failure cause unanticipated delay.

The Agency will make available on a mutually agreed upon frequency batch job accounting listings, reports on system statistics and logs of on-line system downtime.

All agreements regarding day-to-day operations shall be contained in the addendum to the contract provided for by Section 5(e).

The status of the level of service will be reviewed as required by the respective directors.

4. Charges. The City agrees to compensate the Agency for the services provided to the City using mutually agreed upon rates, contained in the addendum to the contract provided for in Section 5(e), on a unit basis in each of the following areas:

- CPU Processing Time
  - Batch processing per CPU hour
  - On-line processing per CPU hour

DASD Storage for user requested areas
Monthly rate per cylindar

Terminal Connection to the System
Monthly rate per local CRT or printer terminal
Monthly rate per remote CRT or printer terminal
Monthly rate per RJE line
Monthly surcharge per CRT terminal for IDACS line usage
Monthly surcharge for weekend connect (Saturday noon thru Sunday midnight)

Rates for the above shall be established quarterly no later than ten (10) days after the beginning of the next quarter and shall remain fixed for that quarter.

The City shall receive a credit against accrued charges owed to the Agency, such credit or credits to be in the same rates as the charges noted above, and such credit or credits to be provided to the City in the event of processing time lost by the City as follows:

a) Batch and on-line processing which must be rerun as a result of an error on the part of an Agency computer operator or technical staff;

b) Unscheduled downtime of City on-line processing capability, excluding that downtime caused by errors in City application programs; or by hardware failure; or by computer and communication systems on IDACS, NCIC, and NLETS networks over which the Agency has no control.

c) Downtime for any reason of the on-line system which exceeds five per cent (5%) of regular prime clock time, prime clock time being defined as 0800 to 1800 hours, Monday thru Friday, excluding holidays.

The total charges due from the City to the Agency shall be calculated on a monthly basis, less any applicable credits due the City, and from such calculation, an invoice shall be prepared monthly and presented to the City, which shall pay same to the Agency within thirty (30) days of receipt.

5. Miscellaneous.

a) The Agency shall advise the City at least one (1) week in advance of any software or hardware change which might affect processing and shall consult the City in scheduling the event.

b) The Technical Advisory Committee shall assist in resolving areas of disagreement between the two parties.

c) Members of the MIS Committee, the Allen County Data Board, the Technical Advisory Committee, and the two Directors shall meet at least once every six (6) months to review service level, security, short and long-range plans, and other items as necessary.

d) This contract may be altered at any time by mutual consent of all signatories.

e) A supplement to this Agreement shall be jointly created and agreed upon by all parties concerned, and shall be updated as necessary to remain consistent with changing expectations; the supplement to cover the day-to-day working relationship among the parties involved.

6. Term. The term of this Agreement shall be for a period of five (5) years commencing the 30th day of November, 1983, through the 31st day of December, 1988, unless mutually terminated by consent of all signatories hereto.

Should the City terminate this Agreement prior to the normal expiration date herein specified and should the Agency be forced to remove excess hardware and software not required for its use as a result of this early termination, then the City shall assume sole responsibility for all current and future installments and fully reimburse the Agency for any penalties incurred as a result of termination of agreements with vendors for such hardware and software.

7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana as entered into by the parties pursuant to I.C. 36-1-7-12.

CITY OF FORT WAYNE

ATTEST:
Rhonda P. Andrews

By
Winfield C. Moses, Jr., Mayor

BOARD OF WORKS

By
Stephen A. Bailey, Chairman

ATTEST:

By Betty R. Collins
Betty R. Collins, Member

By Jack Wilson Jr.
Jack Wilson, Member

FORT WAYNE CITY UTILITIES

ATTEST:
Elizabeth Yobe

By
Frank Heyman, Controller

DATA PROCESSING AGENCY OF ALLEN COUNTY

ATTEST:
Gloria J. Goeglein
Gloria J. Goeglein
Secretary

By Jack K. Dunifon
Jack K. Dunifon, President

BOARD OF COMMISSIONERS OF THE
COUNTY OF ALLEN

By Richard M. Regedanz
Richard M. Regedanz

By
Jack R. Worthman

ATTEST:
Gloria J. Goeglein
Gloria J. Goeglein
Auditor

By Richard M. Ellenwood
Richard M. Ellenwood

84-000103

S-278-83
rat. 12-27-83
73-231-32
11/30/83
H.I.

RECEIVED
JAN [illegible]
Water Pollution Control Engr. Dept.
Ft. Wayne, Indiana 46802

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 21st day of November, 1983, by and between SHAR, INC., hereinafter referred to as "DEVELOPER" and the CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation, hereinafter referred to as "CITY,"

1984 JAN 4 AM 10: 25
ALLEN COUNTY RECORDER

WITNESSETH:

WHEREAS, the DEVELOPER desires to construct a sanitary sewer described as follows:

SANITARY SEWER

LATERAL #A

> Beginning at at existing sanitary manhole located 60± L.F. East of and 20± L.F. North of the Southeast corner of Lot No. 17 of Rousseau's 2nd Garden Addition, thence Southwesterly 100± L.F. to a proposed manhole located 60± L.F. South of and 10± L.F. West of said Southeast corner of Lot No. 17 of Rousseau's 2nd Garden Addition, thence due South 210± L.F. to a proposed manhole located 10± L.F. west of the 210± L.F. south of said Southeast corner of Lot 17 of Rousseau's 2nd Garden Addition, thence due west 930± L.F. terminating at a proposed manhole.

Said sewer to be 12" in size in accordance with plans, specifications and profiles hereinafter submitted to the CITY, now on file in the office of the Chief Water Pollution Control Engineer of the City Utilities of the CITY and titled as SHAR, INC. - FREEMAN STREET SANITARY SEWER, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the DEVELOPER has an interest, but also adjoining land areas and hereinafter referred to as "Sewer."

WHEREAS, the total cost of construction including engineering and inspection costs of said sewer is represented to be $36,000.00,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said Sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the CITY, under private contract to let within sixty (60) days after required CITYapproval. All work and materials shall be subject to inspection by and the right of the CITY to halt construction if there shall be noncompliance therein. Said sewer shall not be deemed permanently connected into the Sewer system of the CITY until all inspections are paid in full by the Developer and the final acceptance is issued by the CITY. Upon completion, said Sewer shall become the property of the CITY and CITY shall accept sewage therefrom, subject to such sewage charges as may now or hereinafter be regularly established by the CITY, and all further maintenance shall be borne by the CITY.

DULY ENTERED FOR TAXATION
JAN 4 1984
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

11.50

W. PC. E.

2. COST OF CONSTRUCTION

The total cost of construction shall be divided as follows:

The total construction cost including engineering services shall be equally (50-50) shared by the DEVELOPER and the CITY.

The DEVELOPER agrees to pay initially the entire cost and expense of construction of said sewer, in cash, and to hold the CITY harmless from any liability for claims connected therewith. It is understood that as his part of this agreement the DEVELOPER will have provided a minimum of a 20 foot permanent easement centerline over the proposed sanitary sewer described. Further a 20 foot easement will be provided adjacent to the I & M easement from the proposed sanitary sewer south to DEVELOPER'S south property line.

3. AREA OF DEVELOPER

Said sewer, when accepted by the CITY, will initially serve the following described estate of the DEVELOPER, Reference Exhibit "A"

> That part of the Northwest Quarter of Section 16, Township 30, North, Range 12 East, described as follows: Commencing at a stone corner on the half line 17 chains and 42 links south of the northeast corner of the northwest quarter of said Section 16; thence running west from said beginning, 19 chains and 38 links to a stone in the Quarter Section line and which said stone is situated 17 chains and 50 links south of the north line of said Section 16, thence south on said Quarter Section line 7 chains and 73 links to a stone; thence east 19 chains and 47 links to a stone on the Half Section line of said Section 16; thence north along said Half Section line 7 chains and 73 links to the place of beginning, said parcel containing 15 acres of land EXCEPTING therefrom that part thereof conveyed by Deed recorded in Deed Record 331, pages 130-131 described as follows:
>
> Commencing at the intersection of the south line of Rousseau's Garden Acre Addition Extended eastwardly to the east line of Garden Street in said Addition; thence east 20 feet on said south line extended of said Addition for the place of beginning, said point being 727.26 feet west from the north and south centerline of Section 16, said line being in Freemen Street, running thence south 510.18 feet to a point in the south line of said Schotemeyers' lands, said point being 724.74 feet west from the north and south center line of said Section 16, containing approximately 0.7 of an acre.
>
> Also, EXCEPTING the legal right of way of Freeman Street over the easterly boundary.
> Also, EXCEPTING that portion of land lying westerly of the tract described by the above referenced Deed Record 331, pages 130-131. It is noted that the west 6 acres of the net 14.27 acres is waived of any area connection fees due . The east 8.27 acres will have area connection fees due as sewer connections are made.

4. CHARGE AGAINST EXCESS AREA

In an effort to induce the CITY to accept this Agreement and have the CITY waive DEVELOPER'S area connection fees noted in paragraph three, DEVELOPER expressly waives all rights to collect local connection fees for any and all excess adjacent benefitted area. By exercising this Agreement, the Board of Public Works expressly waives area connection fees of DEVELOPER, as described in Article 3.

5. BOND

This Contract is subject to DEVELOPER and/or his contractor furnishing a satisfactory 25% Maintenance Bond for the value of the sewer, said bond to serve as a guarantee of said sewer against defects for a period of one (1) year from the date of formal acceptance of said sewer by the CITY.

6. LIMITATION OF USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage to contaminated waste.

7. GOVERNING STATUTE (NOT APPLICABLE)

~~It is the intention of the parties hereto to utilize and take advantage of and apply to this agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.~~

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of CITY, by duly adopted ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this Agreement shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and date first above written.

SHAR, INC.
(DEVELOPER)

11-25-83
Dated

BY: Gregory A. DeLong Pres
GREGORY A. DELONG, PRESIDENT

ATTEST

BY: Janice E. DeLong
JANICE E. DELONG, SECRETARY

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Gregory A. DeLong, President, Shar, Inc., and Janice E. DeLong, Secretary, Shar, Inc., who acknowledged the execution of the foregoing Agreement for Sewer Extension as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 25th day of November, 1983.

Joan M. Getermuth
Notary Public
Resident of Allen County, Indiana

My Commission Expires:

1-25-85

CITY OF FORT WAYNE, INDIANA

BY:
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

BY:
STEPHEN A BAILEY, CHAIRMAN

Betty R. Collins
BETTY R. COLLINS, MEMBER

Jack Wilson, Sr.
JACK WILSON, SR., MEMBER

ATTEST:

Helen V. Gochenour
HELEN V. GOCHENOUR, CLERK

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Win Moses, Jr., Mayor, City of Fort Wayne, and Stephen A. Bailey, Chairman, Board of Public Works, and Betty R. Collins, Member, and Jack Wilson, Sr., Member, Board of Public Works, respectively who acknowledged the execution of the foregoing Agreement of Sewer Extension as and for their voluntary act and deed for the uses and purposes therein contained.

Thelma A. Morris
Notary Public Thelma A. Morris
Resident of Allen County, Indiana

My Commission Expires:
8/2/87

APPROVED AS TO FORM AND LEGALITY

Associate City Attorney
ASSOCIATE CITY ATTORNEY

This instrument prepared by C. Duane Embury, P.E., Chief Water Pollution Control Engineer

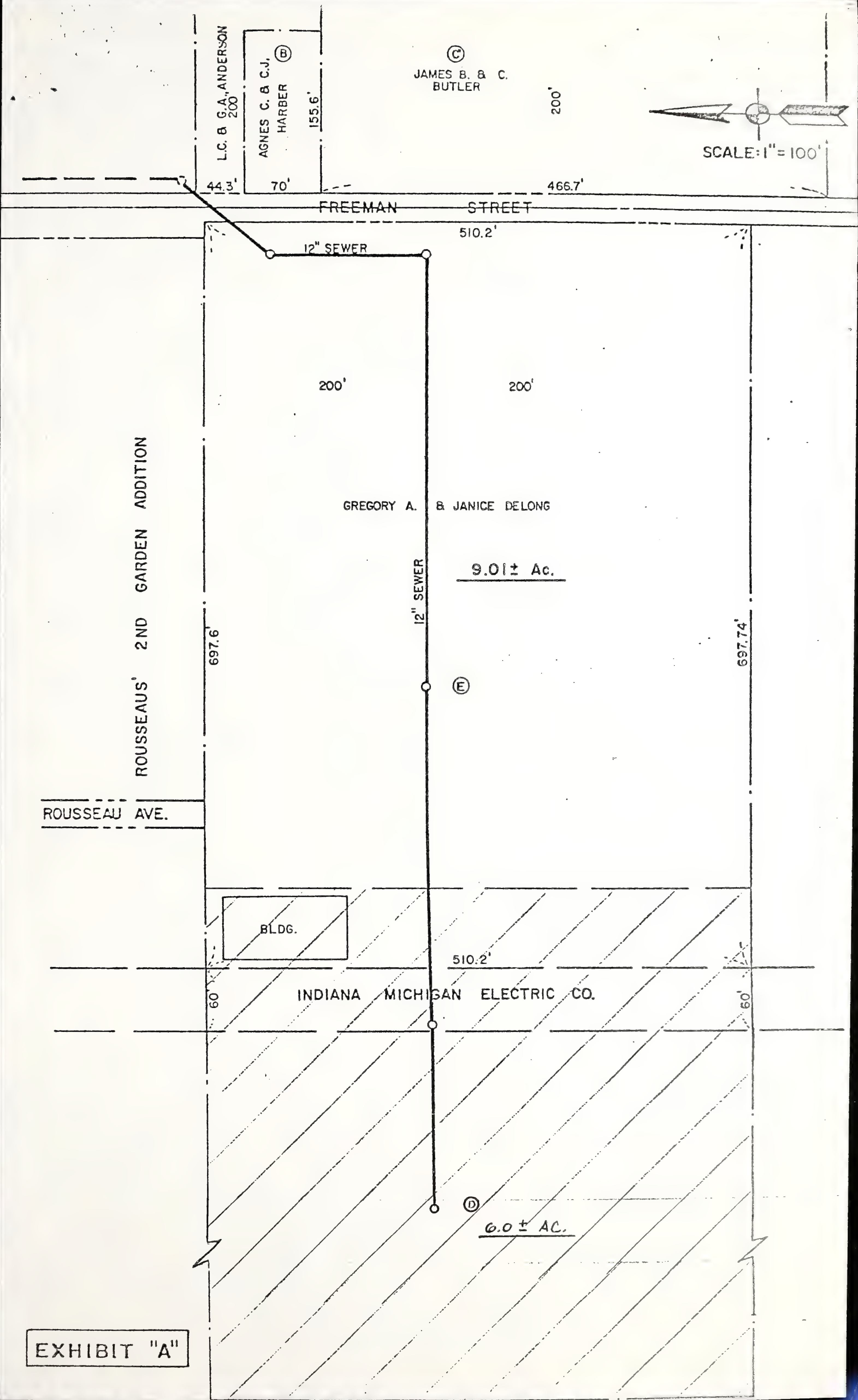

L.C. & G.A. ANDERSON
200'
AGNES C. & C.J. HARBER
Ⓑ
155.6'
Ⓒ
JAMES B. & C. BUTLER
200'
SCALE: 1" = 100'
44.3'
70'
466.7'
FREEMAN STREET
510.2'
12" SEWER
200'
200'
ROUSSEAUS' 2ND GARDEN ADDITION
GREGORY A. & JANICE DELONG
12" SEWER
9.01± Ac.
697.6
697.74'
Ⓔ
ROUSSEAU AVE.
BLDG.
510.2'
INDIANA MICHIGAN ELECTRIC CO.
60'
60'
Ⓓ
6.0 ± AC.

EXHIBIT "A"

G-4

83-027925

73-231-25
11/30/83
H.I.

PARTIAL RELEASE OF EASEMENT

WHEREAS, the City of Fort Wayne, Allen County, Indiana was granted a certain fourteen (14) foot sanitary sewer easement by The Fourteen and Twenty-Four Corp. as described below and recorded on October 30, 1973 at Document Number 73-26885 in the office of the Recorder of Allen County, Indiana, and

WHEREAS, the City of Fort Wayne no longer has use for a portion of said sanitary sewer easement,

NOW, THEREFORE, the City of Fort Wayne, Allen County, Indiana now releases to FORT WAYNE ASSOCIATES, a New York Partnership, being successor in interest to The Fourteen and Twenty-Four Corp., the West 190 feet of said sanitary sewer easement recorded at Document No. 73-26885 in the Office of the Recorder of Allen County, Indiana, and more particularly described as follows:

> Part of Lots 16, 17, and 18 in Samuel Edsall's Subdivision of Lagro Reserve in Township 30 North, Range 12 East, in Allen County, Indiana, being 14 feet in width and centered on a line hereinafter described to-wit:
>
> Commence on the East line of Lagro Section, said line being coincident with the East line of Lot 18 in said Edsall's Subdivision at a point situated 174.0 feet South of the Northeast corner thereof; thence running in a Northwesterly direction 185 feet, more or less, to a point situated 160 feet normally distant Westward of the East line of said Lagro Reserve and 80 feet normally distant Southward of the North line of said Lot 18; thence Westerly and parallel to the North line of Lot 18, 17, and 16 as defined by the centerline of a public road known as the Illinois Road, a distance of 900 feet; thence Northerly by a deflection right of 90 degrees a distance of 20 feet, more or less, to the South right-of-way line of the Illinois Road and to the terminus of said centerline.

1983 DEC -5 AM 11:17
ALLEN COUNTY RECORDER

ADOPTED this 30th day of November, 1983.

DULY ENTERED FOR TAXATION
DEC 5 1983
AUDITOR OF ALLEN COUNTY

CITY OF FORT WAYNE

Winfield C. Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

By: ______________________
Stephen A. Bailey

By: Betty R. Collins
Betty R. Collins

By: ______________________
Jack Wilson, Sr.

Attest:
Helen Gochenour
Helen Gochenour, Clerk,
Board of Works

ACCEPTANCE OF PARTIAL RELEASE OF EASEMENT

FORT WAYNE ASSOCIATES, a New York Partnership, by Jeffery Feil, Its Managing Partner, being the owners of the real estate described in the above Partial Release of Easement hereby accepts

50
6 Ck
w

CALL SABAH
@ 427-1143

said easement, together with any and all improvements located thereon and further agrees to save the City of Fort Wayne, Allen County, Indiana harmless thereon.

FORT WAYNE ASSOCIATES, a New York Partnership

By: ______________________________
Jeffery Feil, Its Managing Partner

STATE OF NEW YORK)
) SS:
COUNTY OF New York)

Before me, a Notary Public in and for said County and State, personally appeared Jeffery Feil, Managing Partner of Fort Wayne Associates, a New York Partnership, and acknowledged the execution of the above Acceptance for and on behalf of said partnership.

Witness my hand and notarial seal this 4th day of November, 1983.

Diane J Koutsoukos
______________________________, Notary Public

My Commission Expires:
____

Resident of New York County, NY

DIANE J. KOUTSOUKOS
Notary Public, State of New York
No. 31-4619051
Qualified in New York County
Commission Expires March 30, 1985

STATE OF INDIANA
COUNTY OF ALLEN

Before, the undersigned, a Notary Public in and for said County and State, personally appeared Win Moses, Jr., Mayor, City of Fort Wayne, and Stephen A. Bailey, Chairman, Board of Public Works, and Betty R. Collins, Member, Board of Public Works, respectively who acknowledged the execution of the foregoing Partial Release of Easement as and for their voluntary act and deed for the uses and purposes therein contained.

Thelma A. Morris
Thelma A. Morris
Notary Public
Resident of Allen County, Indiana

My Commission Expires:

8-2-87

This instrument prepared by PAUL B. McNELLIS, Attorney at Law.

RECEIVED
DEC 1 1980
Water Pollution Control Eng. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

73-231-23
11/30/83
H.I.

RESOLUTION NO. 396-83

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of the "CENTENNIAL PARK," which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains.

To be constructed in the area described as follows:

Bounded on the North by a line 650± LF North of and parallel to the South line of the Northwest Quarter and also by a line 650± LF North of and parallel to the South line of the Northeast Quarter, Section 28, Township 31 North, Range 12 East; bounded on the East by the East line of the West One-Half of the Northeast Quarter of Section 28, Township 31 North, Range 12 East and also the East line of the West One Half of the Southeast Quarter of Section 28, Township 31 North, Range 12 East and also the East line of the West One-Half of the Northeast Quarter of Section 33, Township 31 North, Range 12 East; bounded on the South by the Lawther Neuhaus Ditch; bounded on the West by the West line of the East One-Half of the Northwest Quarter of Section 33, Township 31 North, Range 12 East, also by the West line of the East One-Half of the Southwest Quarter of Section 28, Township 31 North, Range 12 East, and also by the West line of the East One-Half of the Northwest Quarter of Section 28, Township 31 North, Range 12 East.

MAIN LINE

Beginning at a proposed sanitary sewer manhole located North 190± LF LF and 290± LF West of the Northeast corner of Westwood Vally, Section I; thence North ±LF to a point on the North line of the Northeast Quarter of Section 33, Township 31 North, Range 12 East 1010± LF East of the Northwest corner of said Section 33, Township 31 North, Range 12 East; thence Northerly 330± LF to a proposed sanitary sewer manhole; thence Northwesterly 360± LF to a proposed sanitary sewer manhole; thence Westerly 850± LF to a proposed sanitary sewer manhole located 650± LF North of and 40± LF East of the Southwest corner of the Southeast Quarter of Section 28, Township 31 North, Range 12 East.

LATERAL A

Beginning at a proposed sanitary sewer manhole located 670± LF North of and 895± LF East of the Southwest corner of the Southeast Quarter of Section 28, Township 31 North, Range 12 East; thence Northeasterly 270± LF to a proposed sanitary sewer manhole; thence Northerly 1000± LF to a proposed sanitary sewer manhole; thence Westerly 820± LF to a proposed sanitary sewer manhole located 1970± LF North of and 130± LF East of the Southwest corner of the Southeast Quarter of said Section 28, Township 31 North, Range 12 East.

LATERAL B

Beginning at a proposed sanitary sewer manhole located 650± LF North of and 40± LF East of the Southwest corner of the Southeast Quarter of Section 28, Township 31 North, Range 12 East; thence North 1,250± LF to a proposed sanitary sewer manhole located 1,900± LF North of and 40± LF East of the Southwest corner of the Southeast Quarter of said Section 28, Township 31 North, Range 12 East.

21

S-279-83
rat 12-27-83

84-000102

73-229-4
11/30/83 H.J.

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 10th day of November 1983, by and between Vernon E. Werking, hereinafter referred to as "DEVELOPER" and the City of Fort Wayne, Indiana, an Indiana municipal corporation, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the DEVELOPER has requested to construct a sanitary sewer described as follows:

SANITARY SEWER

Beginning at an existing sewer manhole located at the intersection of Highland Drive and Westward Lane in Section 18, Township 30 North, Range 12 East, Allen County, Indiana, thence Westerly a distance of 255 feet to a point of terminus located 29 feet South and 3 feet East of the Northeast corner of Lot #15 in Hazelhurst Addition.

Said sanitary sewer shall be 8 inches in diameter, in accordance with plans, profiles and specifications heretofore submitted to the CITY and now on file in the Office of the Chief Engineer of the Water Polution Control Engineering Department of the CITY and known as the Proposed Sanitary Sewer Plan-Profile for 4125 Hazelhurst Drive, which plans, profiles and specifications are by reference incorporated herein and made a part hereof.

WHEREAS, the cost of construction of said sewer is represented to be $8,325.00 composed of $7,000.00 for construction costs; $1,000.00 for engineering services; $ 250.00 for legal fees; and $75.00 for City Inspection fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said sewer to be constructed and located in accordance with said plans, profiles and specifications, all approved by the CITY under private contract to let within sixty (60) days after required CITY approval. All work and materials shall be subject to inspection by and the right of the CITY to halt construction if there shall be noncompliance therein. Said sewer shall not be deemed permanently connected in the Sewer system of the CITY until all inspections are paid in full by the DEVELOPER and final acceptance is issued by the CITY. Upon completion, said Sewer shall become the property of the CITY and CITY shall accept sewage therefrom, subject to such sewage charges as may now or hereinafter be regularly established by the CITY, and all further maintenance shall be borne by the CITY.

2. CONSTRUCTION COST

The DEVELOPER agrees to pay the entire cost and expense of construction of said sewer, in cash, including the engineering and CITY inspection fees, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the CITY, will intially serve the following described real estate of the "DEVELOPER".

Lot # 15 in the Final Plat of Hazelhurst Addition, said subdivision located in Section 13, Township 30 North, Range 11 East, Allen County, Indiana together with the adjacent portion of the Vacated 25 foot Valley Drive as recorded on said Plat.

As the DEVELOPER will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owner of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the CITY for connections to CITY sewer mains and treatment of sewage therefrom.

1984 JAN -4 AM 10: 23
Virginia Gerig
ALLEN COUNTY RECORDER

DULY ENTERED FOR TAXATION
JAN 4 1984
Gloria J. Gougleir
AUDITOR OF ALLEN COUNTY

11.50

W P C E

Said Sewer shall be 18", 15", 12" and 8" in diameter with all the appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the office of the Board of Public Works of said City and shall be used for sanitary sewer purposes only.

All work done in the making of the aforementioned Public Improvement shall be in accordance with the terms and conditions of the Resolution aforementioned, and the plans, profiles, special details and specifications now on file in the office of the Board of Public Works of said City.

It is hereby declared by said Board of Public Works, that the cost of said improvement shall be paid by the City of Fort Wayne, Indiana, out of monies from the Sewer Utility. It is further found by said Board of Public Works that in the event that any present or future owners of any property who shall desire to use said sewer by direct tap or through the extnesion or connection of lateral or local lines discharging into said sanitary sewer shall be benefited and shall pay a reimbursement fee to the City of Fort Wayne, Indiana.

ADOPTED this 30th day of November, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson Sr.

Jack Wilson, Sr., Member

ATTEST:

Helen V. Gochenaur

Helen V. Gochenour, Clerk

4. AREA CONNECTION CHARGE

An area conection charge of $ 700.00 per acre must be paid to CITY at the time of connection. This area connection charge is in addition to the local (cost of construction) charge as set forth above and represents the oversizing cost expended by CITY for sewer lines in Resolution No 65-314-7, Recorded under 78-12126. It is understood that the DEVELOPER's acreage will be subject to said area connection fees immediately upon the execution of this document.

5. BOND

This contract is subject to DEVELOPER furnishing a satisfactory 25% Guaranty Bond at the time of submittal of Completion Affidavit for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owners of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for himself, his successors in title and assigns, waives and releases any and all rights which may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce CITY to execute and ratify this contract, said DEVELOPER, for himself, his successors and assigns, agrees by this contract to vest in CITY the permanent right at its discretion to annex to the City of Fort Wayne any further time by duly authorized ordinance the said real estate described in Article 3 herein.

The DEVELOPER further agrees that any deeds, contracts or other instruments of conveyance made by the DEVELOPER, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from the DEVELOPER, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, and their successors in title.

The DEVELOPER further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of CITY as hereinafter provided.

Any owner or owners of land which is now, or hereinafter located outside the corporate limits of CITY who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of such land or of the territory in which it is located or of the area served by said sewer. (I. C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395).

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force or effect.

IN WITNESS WHEREOF, the parties have subscribed to this agreement the day and year first above written.

DEVELOPER:
Vernon E. Werking
Vernon E. Werking

CITY OF FORT WAYNE, INDIANA
BY:
Winfield Moses, Jr., Mayor

BOARD OF PUBLIC WORKS
BY:
Steven A. Bailey, Chairman

BY: Betty R. Collins
Betty R. Collins, Member

BY: Jack Wilson, Sr.
Jack Wilson, Sr., Member

ATTEST:
Helen Gochenour
Helen Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

ASSOCIATE CITY ATTORNEY

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Vernon E. Werking who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 28th day of November, 1983.

Mildred E. Hess
NOTARY PUBLIC
Resident of Allen County, Indiana

My Commission expires:

NOTARY PUBLIC STATE OF INDIANA
MY COMMISSION EXPIRES MAR 23 1984
ISSUED THRU INDIANA NOTARY ASSOC

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Winfield Moses, Jr., Mayor, City of Fort Wayne, Indiana and Steven A. Bailey, Chairman, Board of Public Works, and Betty R. Collins and Jack Wilson, Sr., members,respectively of the Board of Public Works. and acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 30th day of November, 1983.

Thelma A. Morris
NOTARY PUBLIC THELMA A. MORRIS
Resident of Allen County, Indiana

My Commission expires:

8/2/87

This instrument prepared by Kerry. D. Dickmeyer, LS

AREA CONNECTION FEES
FOR
JUNK DITCH STUDY AREA

I, Vernon E. Werking recognize the City of Fort Wayne is in the process of establishing sanitary sewer Area Connection Fees for the Junk Ditch Study Area. Therefore, in the interim, until the final dollar amount for the Area Connection Fees has been established, I, Vernon E. Werking, agree to pay Seven Hundred Dollars ($700.00) per acre. It is understood that should the final area connection fee figure be less than Seven Hundred Dollars ($700.00), then the City of Fort Wayne will reimburse to us the difference. It is further understood and agreed that should the final area connection fee be more than Seven Hundred Dollars ($700.00), I, Vernon E. Werking agree to pay the difference.

Vernon E. Werking

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and fore said County and State, personally appeared Vernon E. Werking who acknowledged the execution of the foregoing Area Connection Fee Agreement, as and for their voluntry act and deed, for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal the 28th day of November, 1983.

Mildred D Hess
Notary Public
Resident of Allen County, Indiana

My Commission expires:

NOTARY PUBLIC STATE OF INDIANA
MY COMMISSION EXPIRES MAR 28 1984
ISSUED THRU INDIANA NOTARY ASSOC

This instrument prepared by Kerry D. Dickmeyer, LS.

73-229-4
11/30/83
H.I.

AGREEMENT FOR PRIVATE SEWER TAP

THIS AGREEMENT is entered into by and between the CITY of FORT WAYNE, INDIANA (hereinafter referred to as "UTILITY") and Vernon E. Werking (hereinafter referred to as "WERKING") and WITNESSETH:

WHEREAS, Werking is the owner of the following described real estate in Allen County, Indiana, to wit:

> Lot # 15 in Hazelhurst Addition, a subdivision located in the Section 13, Township 30 North, Range 11 East, Allen County, Indiana together with the adjacent portion of the Vacated 25 foot Valley Drive.

AND WHEREAS, said real estate is presently serviced by an existing private septic system that is in need of replacement, but because of the close proximity of a public sanitary sewer main to the real estate, Werking is desirous of tapping into said main rather than installing a new private septic system;

AND WHEREAS, the Utility is willing to permit a private tap of its sewer main provided that certain conditions are met, all as more fully outlined herein:

1. Utility hereby agrees to supply upon payment of all required fees a tap permit to Werking upon receipt of evidence that Werking has granted an easement to the Utility over his adjoining real estate (Lot # 16 in Highland Gardens Addition) for the purpose of running a sewer main extension from the public main to a manhole on Werking real estate. The easement granted to the Utility is to be an exclusive easement for the sole use and benefit of Werking, his heirs and successors in title.

2. In consideration for the granting of said private sewer tap, Werking agrees to pay to the Utility contemporaneously with the granting of the permit an area connection charge of Seven Hundred Dollars ($700.00) per acre in addition to the standard tap permit fee for Lot #15 and the Vacated 25 foot Valley Drive in Hazelhurst Addition.

3. The Utility Center, Inc. herewith grants a release of its CTA Franchise Area over this property and agrees to connection of the City of Fort Wayne Sanitary Sewer. Plans, profiles and specifications for the sewer extension and tap to serve said Lot #15 have been submitted to the City of Fort Wayne Water Pollution Control Department.

4. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands this 28th day of NOVEMBER, 1983.

Vernon E Werking
Vernon E. Werking

CITY OF FORT WAYNE BOARD OF PUBLIC WORKS

BY:
Steven A. Bailey, Chairman

BY: Betty R. Collins
Betty R. Collins, Member

BY: Jack Wilson, Sr.
Jack Wilson, Sr., Member

ATTEST:
Helen Gochenaur

APPROVED AS TO FORM AND LEGALITY

[illegible] CITY ATTORNEY

old agreement 73-222-18 11/1/83

73-228-3
11/28/83

AGREEMENT

THIS AGREEMENT, made and entered into on this 28th day of November 1983, by and between INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana corporation, with a principal place of business in One Summit Square, Fort Wayne, Allen County, Indiana (hereinafter called " I & M"), and THE CITY OF FORT WAYNE, INDIANA, acting by and through its Board of Public Works with approval of its Mayor (hereinafter referred to as the "City"),

SM
for approval

Send to Council then to him then returned H.I.

WITNESSETH:

WHEREAS, City desires to transfer to I & M a portion of a certain lot in Centlivre Addition and construct certain curb-cuts along State Street in exchange for I & M's transfer to the City of certain real estate for the purpose of widening State Street; and

WHEREAS, I & M is willing to make such an exchange;

NOW, THEREFORE, in consideration of the premises and the terms and provisions contained herein, the parties agree as follows:

1. Transfer By I & M. I & M, in consideration of One Dollar ($1.00) paid, the receipt of which is hereby acknowledged, and the conveyance and other covenants of City hereinafter agreed to be made, hereby agrees to sell and convey to the City that certain parcel of real estate (hereinafter called the "I & M Parcel") located along and adjacent to State Street, Fort Wayne, Allen County, Indiana, as outlined in blue on the State Street Widening Profile Plan Number 126, marked Exhibit "A" attached hereto and by this reference made a part hereof, and to be more particularly described by metes and bounds in a certain certificate of survey as provided hereinbelow. Such premises are to be sold and conveyed subject to rights of way, easements, convenants and restrictions of record, real estate taxes and assessments not yet due and payable and any stated facts an accurate certificate of survey may show which does not render the title unmarketable. The I & M Parcel will also be subject to a perpetual right-of-way and easement, which I & M will except and reserve in the deed of conveyance for the purpose of ingress to and egress from the remaining real estate owned by I & M, in, on, over, through and across the driveway curb-cuts in the locations, as shown on Exhibit "A" hereto, and to be more particularly described by metes

73 228-1
11/28/83
H.I.

LAWRENCE DRAIN IMPROVEMENT RESOLUTION 391-1983
Phases I, II and III

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the Improvement of LAWRENCE DRAIN which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said drain, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed: Across the Southwest Quarter of Section 7, Township 30 North, Range 12 East in Allen County, Indiana, bounded on the North by State Road No. 14; bounded on the East by North Glendale Drive; bounded on the South by West Jefferson Boulevard; bounded on the West by Getz Road.

PHASES I, and II (Storm Sewer)
Beginning at a proposed headwall structure located 1005± LF East of and 15± LF North of the centerline intersection of Getz Road and Wilkie Drive; thence South a distance of 50± LF; thence Southwesterly a distance of 210± LF; thence Southwesterly a distance of 440± LF terminating at a point 40± LF Northeast of an existing storm structure within the North Right-of-Way line of Jefferson Boulevard (formerly known as U.S. #24).

Said Sewer shall be 98" x 63".

PHASE III (Open Ditch)
Beginning at a proposed storm sewer outfall structure to be located 5± LF West of the Southwest corner of Lot #14 of Westmoor Addition; thence South and West following the centerline of Lawrence Drain a distance of 1550± LF to said proposed headwall structure located 1005± LF East of and 15± LF North of the centerline intersection of Getz Road and Wilkie Drive.

Said Sewer with all appurtenances to be constructed in accordance with the plans, profiles and specifications now on file in the Office of the Board of Public Works of said City and shall be used for storm water purposes only.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the resolution aforementioned and the plans, profiles and specifications now on file in the Office of the Board of Public Works of said City.

IT IS HEREBY FOUND by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by City of Fort Wayne, Indiana, out of monies currently appropriated for Sewer Relief Fund, subject to funds being available.

ADOPTED this 28th day of November 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman
Betty R. Collins
Betty R. Collins, Member
Jack Wilson Jr.
Jack Wilson, Sr., Member

ATTEST: Helen Gochenour
Helen Gochenour, Clerk

This instrument prepared by
C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

and bounds in a certificate of survey as provided hereinbelow.

2. Transfer by City. The City, in consideration of One Dollar ($1.00), the receipt of which is hereby acknowledged, and of the conveyance and covenants by I & M hereinafter agreed to be made, hereby agrees to sell and convey to I & M that certain parcel of real estate (hereinafter referred to as the "City Parcel") located at 330 East State Street, Fort Wayne, Allen County, Indiana, more particularly described as Lot Number 8 in C. L. Centlivre Addition, according to the plat thereof recorded in the Office of the Recorder of Allen County, Indiana, except that portion as outlined in red on Exhibit "A" attached hereto, and by this reference made a part hereof, and to be more particularly described by metes and bounds in a certificate of survey as provided hereinbelow. Such premises are to be sold and conveyed subject to rights-of-way, easements, convenants and restrictions of record, provided the same are not violated by the existing building and improvements on such premises and the use thereof, zoning regulations and ordinances and any stated facts an accurate certificate of survey may show which does not render the title unmarketable.

3. Additional Covenants of the City. City, as additional consideration, agrees to the following:

a. Survey of the I & M Parcel - City, at its own expense, shall, prior to I & M seeking Board approval as provided in paragraph 7 hereinbelow, provide I & M with a current certificate of survey of the I & M Parcel and with the corners thereof, including the corners of the two curb-cuts onto State Street as reflected on Exhibit "A" hereto, marked by the surveyor. Said survey shall also include a metes and bounds description of the driveway curb-cuts over which I & M will reserve a right-of-way and easement as provided in paragraph 1 hereinabove.

b. Survey of the City Parcel - City, at its own expense, shall, prior to I & M seeking Board approval as provided in paragraph 7 hereinbelow, furnish I & M with a current certificate of survey of the City Parcel, and with the corners thereof marked by the surveyor.

c. Deceleration Lane and Curb-cuts - City, at its own expense, shall construct in conjunction with said street-widening project a deceleration lane and two (2) curb-cuts onto State Street in the locations as shown on Exhibit "A" hereto.

d. Relocation of Fence - If it is deemed necessary by I & M, City, at its own expense, shall relocate the existing fence on and along I & M Parcel to a location selected by I & M on I & M's adjacent property.

e. Nonrestriction of Traffic Flow - City shall not construct centerline barriers in State Street nor shall City otherwise prohibit or restrict traffic from making left turns when exiting from or entering into the curb-cuts along State Street as shown on Exhibit "A" hereto.

4. Provisions Relating to I & M Parcel. The following provisions contained in this paragraph shall apply solely to the sale of the I & M Parcel by I & M to the City:

a. Deed - I & M shall convey marketable title to the I & M Parcel to City in fee simple, by Special Warranty Deed with covenant against grantor's acts and containing a precise metes and bounds legal description thereof, free and clear of all liens and encumbrances, except as herein stated.

b. Title - Within fifteen (15) days after the date of I & M Board approval as provided hereinbelow, I & M will deliver at its expense to City evidence of its title to the I & M Parcel in the form of a binder from a title insurance company which is carrying on regular title insurance business in Allen County agreeing to issue to the City, upon the recording of the deed to be executed and delivered by I & M, a title insurance policy in the amount of Thirty-five Thousand Dollars ($35,000.00) insuring the title of the I & M Parcel, excepting only the items specified hereinabove and unpaid mechanics' and materialmen's liens, taxes and assessments for the current year, any state of facts an accurate survey would show, and such standard conditions and exceptions as usually are printed in policies issued by that title insurance company. If there are any defects in title, City shall notify I & M in writing within fifteen (15) days after receipt of the binder and I & M shall in good faith and with due diligence proceed to cure such defects.

5. Provisions Relating to City Parcel. The following provisions contained in this paragraph shall apply solely to the sale of the City Parcel by the City to I & M:

a. Deed - City shall convey marketable title to the City Parcel to I & M in fee simple, by good and sufficient General Warranty Deed containing a precise metes and bounds legal description thereof, free and clear of all liens and encumbrances except as provided hereinabove.

b. Title - Within fifteen (15) days from the date of I & M approval as provided hereinbelow, City will at its expense deliver to I & M evidence of its title to the City Parcel in the form of an abstract of title prepared by a company acceptable to the attorney for I & M showing that title of the City is good and marketable, excepting only the items specified hereinabove. If there are defects in title, I & M shall notify City in writing within fifteen (15) days after the receipt of the abstract and the City shall in good faith and with due diligence proceed to cure such defects.

6. Provisions Applicable to Both Parcels. The following provisions shall be applicable to the sale by each of the parties hereto of their respective parcels:

a. Taxes and Assessments - Real Estate taxes shall be prorated to the date of closing. If the tax rate is not finalized, the last rate and value shall be used in this computation. If at the time of the delivery of the deeds either of the premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien or has been paid, then for the purposes of this Agreement all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the seller thereof, upon the delivery of the deed.

b. Closing - The closing shall take place within forty-five (45) days after Board approval, (hereinafter called the "Closing"), at such time, date and place as I & M and City may agree upon. The date on which the Closing occurs is sometimes referred to herein as the "Closing Date".

c. Possession - Possession of the respective parcels shall be delivered to the buyers as of the Closing Date.

d. Fire Loss - The risk of loss or damage to the premises by fire until delivery of the deeds is assumed by the respective sellers.

e. No Broker or Finder - The parties agree that they have dealt with no broker, finder or financial consultant with respect to this transaction.

f. Further Assurances - The parties agree to execute any and all additional instruments and documents as may be reasonably required to fully effectuate the terms of this Agreement.

g. Survival of Covenants - The covenants of this Agreement shall survive the transfer of title.

h. Successors and Assigns - This Agreement and the covenants and agreements hereof shall bind and inure to the benefit of parties hereto and to their respective successors and assigns.

7. I & M Board Approval. This Agreement and the sale and exchange herein agreed to shall be subject to approval by the Board of Directors of I & M. If the Agreement is disapproved by the Board of Directors or if the Board of Directors' approval is not obtained within sixty (60) days from the date of this Agreement, the Agreement shall be null and void and of no further effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

INDIANA & MICHIGAN ELECTRIC COMPANY

By ______________________________

ATTEST:

____

CITY OF FORT WAYNE, INDIANA, acting by
and through its Board of Public Works
with the approval of its Mayor

BOARD OF PUBLIC WORKS

By
Stephen A. Bailey
Chairman

APPROVED:

By
Winfield C. Moses, Jr.
Mayor

By Jack Wilson, Jr.
Jack Wilson, Sr.
Member

By Betty R. Collins
Betty R. Collins
Member

Attest:

Helen V. Gochenour
Helen V. Gochenour
Clerk for the Board of Works

Approved as to form and legality
this 28th day of November 1983

R I Snouffer
Richard I. Snouffer
ASSOCIATE CITY ATTORNEY
Associate City Attorney

73-227-4
11/23/83
H.I.

RESOLUTION NO. 394-83

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana that the construction of the "BAER FIELD AIR TRAFFIC CONTROL TOWER SANITARY SEWER," which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains.

To be constructed in the area described as follows:

Across the Southeast Quarter of Section 8, Township 30 North, Range 12 East, bounded on the West by the Southern extension of Keller Road; bounded on the South by the access road to the Air Traffic Control Tower at Baer Field; bounded on the East by a series of Hangars on the Baer Field Airport, bounded on the North by the Air Traffic Control Tower.

Beginning at a proposed structure #1 located 75± LF South of and 20± LF East of the centerline of the South end of Keller Road; thence East 335± LF to a proposed Str. #2 located 75± LF South of and 335± LF East of said Southern end of Keller Road; thence East 270± LF to a proposed structure #3 located 75± LF South of and 625± LF East of said Southern end of Keller Road.

Said Sewer shall be 10", 8" and 6" in diameter.

All the appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of the City of Fort Wayne and shall be used for sanitary sewer purposes only.

All work done in the making of the aforementioned Public Improvement shall be in accordance with the terms and conditions of the Resolution aforementioned, and the plans, profiles, special details and specifications now on file in the office of the Board of Public Works of said City.

It is hereby declared by said Board of Public Works, that the cost of said improvement shall be paid by the City of Fort Wayne, Indiana, out of monies from the Sewer Utility as funds are reimbursed to the City by the Federal Aviation

New Agreement 73-323-83 11/28/83

ALL ACTION RESCINDED 11/28/83

73-222-18 11/16/83 H.I.

AGREEMENT

THIS AGREEMENT, made and entered into on this 16th day of November, 1983, by and between INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana corporation, with a principal place of business in One Summit Square, Fort Wayne, Allen County, Indiana (hereinafter called " I & M"), and THE CITY OF FORT WAYNE, INDIANA, acting by and through its Board of Public Works with approval of its Mayor (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, City desires to transfer to I & M a portion of a certain lot in Eckart's Addition and construct certain curb-cuts along State Street in exchange for I & M's transfer to the City of certain real estate for the purpose of widening State Street; and

WHEREAS, I & M is willing to make such an exchange;

NOW, THEREFORE, in consideration of the premises and the terms and provisions contained herein, the parties agree as follows:

1. Transfer By I & M. I & M, in consideration of One Dollar ($1.00) paid, the receipt of which is hereby acknowledged, and the conveyance and other covenants of City hereinafter agreed to be made, hereby agrees to sell and convey to the City that certain parcel of real estate (hereinafter called the "I & M Parcel") located along and adjacent to State Street, Fort Wayne, Allen County, Indiana, as outlined in blue on the State Street Widening Profile Plan Number 126, marked Exhibit "A" attached hereto and by this reference made a part hereof, and to be more particularly described by metes and bounds in a certain certificate of survey as provided hereinbelow. Such premises are to be sold and conveyed subject to rights of way, easements, convenants and restrictions of record, real estate taxes and assessments not yet due and payable and any stated facts an accurate certificate of survey may show which does not render the title unmarketable. The I & M Parcel will also be subject to a perpetual right-of-way and easement, which I & M will except and reserve in the deed of conveyance for the purpose of ingress to and egress from the remaining real estate owned by I & M, in, on, over, through and across the driveway curb-cuts in the locations, as shown on Exhibit "A" hereto, and to be more particularly described by metes

Administration. It is further found by said Board of Public Works that in the event that any present or future owners of any property who shall desire to use said sewer by direct tap or through the extension or connection of lateral or local lines discharging into said sanitary sewer shall be benefited and shall pay a reimbursement fee to the City of Fort Wayne, Indiana.

ADOPTED this 23rd day of November, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Jack Wilson Sr.
Jack Wilson, Sr., Member

ATTEST:
Helen V. Gochenour
Helen V. Gocheneour, Clerk

and bounds in a certificate of survey as provided hereinbelow.

2. Transfer by City. The City, in consideration of One Dollar ($1.00), the receipt of which is hereby acknowledged, and of the conveyance and covenants by I & M hereinafter agreed to be made, hereby agrees to sell and convey to I & M that certain parcel of real estate (hereinafter referred to as the "City Parcel") located at 330 East State Street, Fort Wayne, Allen County, Indiana, more particularly described as Lot Number 8 in C. L. Centlivre Addition, according to the plat thereof recorded in the Office of the Recorder of Allen County, Indiana, except that portion as outlined in red on Exhibit "A" attached hereto, and by this reference made a part hereof, and to be more particularly described by metes and bounds in a certificate of survey as provided hereinbelow. Such premises are to be sold and conveyed subject to rights-of-way, easements, convenants and restrictions of record, provided the same are not violated by the existing building and improvements on such premises and the use thereof, zoning regulations and ordinances and any stated facts an accurate certificate of survey may show which does not render the title unmarketable.

3. Additional Covenants of the City. City, as additional consideration, agrees to the following:

a. Survey of the I & M Parcel - City, at its own expense, shall, prior to I & M seeking Board approval as provided in paragraph 7 hereinbelow, provide I & M with a current certificate of survey of the I & M Parcel and with the corners thereof, including the corners of the two curb-cuts onto State Street as reflected on Exhibit "A" hereto, marked by the surveyor. Said survey shall also include a metes and bounds description of the driveway curb-cuts over which I & M will reserve a right-of-way and easement as provided in paragraph 1 hereinabove.

b. Survey of the City Parcel - City, at its own expense, shall, prior to I & M seeking Board approval as provided in paragraph 7 hereinbelow, furnish I & M with a current certificate of survey of the City Parcel, and with the corners thereof marked by the surveyor.

c. Deceleration Lane and Curb-cuts - City, at its own expense, shall construct in conjunction with said street-widening project a deceleration lane and two (2) curb-cuts onto State Street in the locations as shown on Exhibit "A" hereto.

d. Relocation of Fence - If it is deemed necessary by I & M, City, at its own expense, shall relocate the existing fence on and along I & M Parcel to a location selected by I & M on I & M's adjacent property.

e. Nonrestriction of Traffic Flow - City shall not construct centerline barriers in State Street nor shall City otherwise prohibit or restrict traffic from making left turns when exiting from or entering into the curb-cuts along State Street as shown on Exhibit "A" hereto.

4. Provisions Relating to I & M Parcel. The following provisions contained in this paragraph shall apply solely to the sale of the I & M Parcel by I & M to the City:

a. Deed - I & M shall convey marketable title to the I & M Parcel to City in fee simple, by Special Warranty Deed with covenant against grantor's acts and containing a precise metes and bounds legal description thereof, free and clear of all liens and encumbrances, except as herein stated.

b. Title - Within fifteen (15) days after the date of I & M Board approval as provided hereinbelow, I & M will deliver at its expense to City evidence of its title to the I & M Parcel in the form of a binder from a title insurance company which is carrying on regular title insurance business in Allen County agreeing to issue to the City, upon the recording of the deed to be executed and delivered by I & M, a title insurance policy in the amount of Thirty-five Thousand Dollars ($35,000.00) insuring the title of the I & M Parcel, excepting only the items specified hereinabove and unpaid mechanics' and materialmen's liens, taxes and assessments for the current year, any state of facts an accurate survey would show, and such standard conditions and exceptions as usually are printed in policies issued by that title insurance company. If there are any defects in title, City shall notify I & M in writing within fifteen (15) days after receipt of the binder and I & M shall in good faith and with due diligence proceed to cure such defects.

5. Provisions Relating to City Parcel. The following provisions contained in this paragraph shall apply solely to the sale of the City Parcel by the City to I & M:

a. Deed - City shall convey marketable title to the City Parcel to I & M in fee simple, by good and sufficient General Warranty Deed containing a precise metes and bounds legal description thereof, free and clear of all liens and encumbrances except as provided hereinabove.

b. Title - Within fifteen (15) days from the date of I & M approval as provided hereinbelow, City will at its expense deliver to I & M evidence of its title to the City Parcel in the form of an abstract of title prepared by a company acceptable to the attorney for I & M showing that title of the City is good and marketable, excepting only the items specified hereinabove. If there are defects in title, I & M shall notify City in writing within fifteen (15) days after the receipt of the abstract and the City shall in good faith and with due diligence proceed to cure such defects.

6. Provisions Applicable to Both Parcels. The following provisions shall be applicable to the sale by each of the parties hereto of their respective parcels:

a. Taxes and Assessments - Real Estate taxes shall be prorated to the date of closing. If the tax rate is not finalized, the last rate and value shall be used in this computation. If at the time of the delivery of the deeds either of the premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien or has been paid, then for the purposes of this Agreement all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the seller thereof, upon the delivery of the deed.

b. Closing - The closing shall take place within forty-five (45) days after Board approval, (hereinafter called the "Closing"), at such time, date and place as I & M and City may agree upon. The date on which the Closing occurs is sometimes referred to herein as the "Closing Date".

c. Possession - Possession of the respective parcels shall be delivered to the buyers as of the Closing Date.

d. Fire Loss - The risk of loss or damage to the premises by fire until delivery of the deeds is assumed by the respective sellers.

e. No Broker or Finder - The parties agree that they have dealt with no broker, finder or financial consultant with respect to this transaction.

f. Further Assurances - The parties agree to execute any and all additional instruments and documents as may be reasonably required to fully effectuate the terms of this Agreement.

g. Survival of Covenants - The covenants of this Agreement shall survive the transfer of title.

h. Successors and Assigns - This Agreement and the covenants and agreements hereof shall bind and inure to the benefit of parties hereto and to their respective successors and assigns.

7. I & M Board Approval. This Agreement and the sale and exchange herein agreed to shall be subject to approval by the Board of Directors of I & M. If the Agreement is disapproved by the Board of Directors or if the Board of Directors' approval is not obtained within sixty (60) days from the date of this Agreement, the Agreement shall be null and void and of no further effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

INDIANA & MICHIGAN ELECTRIC COMPANY

By ______________________________

ATTEST:

____

CITY OF FORT WAYNE, INDIANA, acting by
and through its Board of Public Works
with the approval of its Mayor

BOARD OF PUBLIC WORKS

By
Stephen A. Bailey
Chairman

APPROVED:

By
Winfield C. Moses, Jr.
Mayor

By Jack Wilson Sr
Jack Wilson, Sr.
Member

By Betty R. Collins
Betty R. Collins
Member

Attest:
Helen V. Gochenour
Helen V. Gochenour
Clerk for the Board of Works

Approved as to form and legality
this 10th day of November, 1983

Richard I. Snouffer
Associate City Attorney

WATER POLLUTION CONTROL UTILITY EMERGENCY RESOLUTION NO. 73-216-1 H.I. 11/9/83

WHEREAS, The City of Fort Wayne operates and maintains the sanitary sewer system in and around the City of Fort Wayne, and,

WHEREAS, a existing sixty (60) inch brick sewer has collapsed on Harrison street, north of Superior Street, which has resulted in the closing of Harrison Street, and,

WHEREAS, the Water Pollution Control Maintenance Department has determined that the required reconstruction and repair of said sewer cannot be accomplished by their department,

NOW, THEREFORE, the Board of Public Works hereby declares that an emergency reconstruction and repair of said sewer is necessary in order to protect the safety and welfare of the community and directs the following actions to be taken with City Utility funds:

1. The Water Pollution Control Engineering Department is to prepare a Purchase Requisition to reconstruct and repair said sewer.
2. The Purchasing Department shall, upon receipt of the Purchase Requisition, issue a Purchase Order to a construction firm having the appropriate material, equipment, labor, etc., to reconstruct and repair said sewer.
3. The Chief Water Pollution Control Engineer and Water Pollution Control Maintenance Superintendent shall be jointly in charge of, and responsible for, the inspection on the reconstruction and repair of said sewer.

APPROVED this 9th day of November, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr.

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

73-214-39
11/2/83
H.I.

RIGHT OF IMPROVEMENT AGREEMENT FOR THE BARR STREET MARKET IMPROVEMENT PROJECT

Name of Owners: Washington Boulevard Company

Address of Affected Property: Lot #2 + North 10' of Lot #3 Hanna's Addition to the City of Fort Wayne.

I, the undersigned, do hereby agree to allow the City of Fort Wayne to construct the below specified improvements on my private property in conjunction with the Barr Street Market Improvements.

Description of Improvements: Installation of ornamental iron fencing, curbing, trees, and other landscaping along the west edge of the parking lot property north of the National Mill Supply Building, adjacent to the new Market Plaza. Improvement area is approximately 7' wide and 60' long.

The City will bear all construction costs necessary for the aforementioned improvements. The above described improvements will be maintained by the owner of the parking lot.

I hereby agree to allow said improvements to remain on my property for a time not less than five (5) years, except as specified below:

> Extensive renovation or change of use of my property by me or a new owner from its present use that necessitates the removal or relocation of all or part of the described improvements.

All material used in the above described improvement area shall be the property of the City of Fort Wayne. If the described improvements are altered or removed in any fashion, except under the conditions specified above, I, the undersigned property owner, shall bear all costs to restore my property to the condition after the above described improvements were completed. Any damage done to the property during the course of construction will be covered by the City of Fort Wayne.

November 1, 1983
Date

Accepted: Board of Public Works

Signature
Managing Partner

Jack Wilson, Jr.

Notary

Thelma A. Morris
Thelma A. Morris
Notary
Commission Expires 8/2/87

83-024648

73-213-37
11/2/83
H.I.

AUTHORIZATION FOR ENTRY UPON PRIVATE PROPERTY

THIS INDENTURE WITNESSETH, THAT; ALL AMERICA CITY INVESTORS, an Indiana General Partnership, hereby grants a Right-of-Entry to the CITY OF FORT WAYNE, COUNTY OF ALLEN, STATE OF INDIANA, for the purposes of necessary construction in accordance with plans and specifications prepared for the COOK ROAD INDUSTRIAL AND RESEARCH CENTER WATER MAIN EXTENSION, CONTRACT NO. 83-XP-3. Said Right-of-Entry is for property now owned by ALL AMERICA CITY INVESTORS, on a parcel of land located in the Northwest Quarter of Section 15, Township 31 North, Range 12 East and in the Northeast Quarter of Section 16, Township 31 North, Range 12 East, Allen County, Indiana, containing 17.375 acres more or less, as recorded by Instrument No. 83-20764 in the Deed Records of Allen County, State of Indiana.

Said Right-of-Entry is also subject to the following conditions:

1. This Right-of-Entry document will become void upon final acceptance of said project by the City of Fort Wayne through its Board of Public Works.

2. This document is authorization and permission for the City of Fort Wayne's contractor, for the project designated above, to enter upon the above said real estate for all necessary construction purposes.

3. It is further understood and agreed upon by the Owners that following construction and installation of the Water Mains and appurtenances across the Owner's land, they will grant a permanent twenty (20') foot in-uniform-width easement, the centerline being directly over the top of the proposed Water Main Extension.

4. Grantor reserves the right to dedicate the above described real estate, or any part thereof, for use as a public street or roadway.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the 5th day of October, 1983.

"ALL AMERICA CITY INVESTORS" (Owners)

By Sam W Fletcher
SAM W. FLETCHER, Partner

By Jack W Schrey
JACK W. SCHREY, Partner

By Theod. Hagerman
THEODORE F. HAGERMAN, Partner

By Fred Marolf
FRED MAROLF, Partner

1983 OCT 25 AM 11:58
ALLEN COUNTY RECORDER

DULY ENTERED FOR TAXATION
OCT 25 1983
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared SAM W. FLETCHER, JACK W. SCHREY, THEODORE F. HAGERMAN, and FRED MAROLF, partners of ALL AMERICA CITY INVESTORS, and acknowledged the execution of the foregoing Right-of-Entry as and for their voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 5th day of October, 1983.

Thomas J. Bice
NOTARY PUBLIC
A Resident of Allen County, Indiana

My Commission Expires:
July 22, 1987

This instrument prepared by:
Terry L. Atherton, P. E.
Chief Water Engineer
City of Fort Wayne, Indiana

4.00 ✓

Elenore
Water Engnr.
Dept.
427-1142

83-024647

73-213-36
11/2/83
H.I.

AUTHORIZATION FOR ENTRY UPON PRIVATE PROPERTY

THIS INDENTURE WITNESSETH, THAT: SAM W. FLETCHER, JACK W. SCHREY, THEODORE F. HAGERMAN and FRED MAROLF, hereby grant a Right-of-Entry to the CITY OF FORT WAYNE, COUNTY OF ALLEN, STATE OF INDIANA, for the purpose of necessary construction in accordance with plans and specifications prepared for the COOK ROAD INDUSTRIAL AND RESEARCH CENTER WATER MAIN EXTENSION, CONTRACT NO. 83-XP-3. Right-of-Entry is for property now owned by SAM W. FLETCHER, JACK W. SCHREY, THEODORE F. HAGERMAN and FRED MAROLF, as recorded in Instrument No. 81-23756 in the Deed Records of Allen County, State of Indiana.

Said Right-of-Entry is also subject to the following conditions:

1. This Right-of-Entry document will become void upon final acceptance of said project by the City of Fort Wayne, through its Board of Public Works.

2. This document is authorization and permission for the City of Fort Wayne's contractor, for the project designated above, to enter upon the above said real estate for all necessary construction purposes.

3. It is further understood and agreed upon by the owners, that following construction and installation of the Water Mains and appurtenances across the owner's land, they will grant a permanent twenty (20') foot in-uniform-width easement, the centerline being directly over the top of the proposed Water Main Extension.

4. Grantor reserves the right to dedicate the above described real estate, or any part thereof, for use as a public street or roadway.

1983 OCT 25 AM 11:58
ALLEN COUNTY RECORDER

IN WITNESS WHEREOF, the parties have hereunto set their hands this the 5th day of October, 1983.

"OWNERS"

By Sam W. Fletcher
SAM W. FLETCHER

By Jack W. Schrey
JACK W. SCHREY

By Theodore F. Hagerman
THEODORE F. HAGERMAN

By Fred Marolf
FRED MAROLF

DULY ENTERED FOR TAXATION
OCT 25 1983
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared SAM W. FLETCHER, JACK W. SCHREY, THEODORE F. HAGERMAN, and FRED MAROLF, and acknowledged the execution of the foregoing Right-of-Entry as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 5th day of October, 1983.

NOTARY PUBLIC Thomas S. Blee
A Resident of Allen County, Indiana

My Commission Expires:
July 22, 1981

This instrument prepared by:
Terry L. Atherton, P. E.
Chief Water Engineer
City of Fort Wayne, Indiana

4E.

Elenore
Water Engnr.
Dept.
m427-1142

73-214-40
11/2/83
H.I.

AGREEMENT FOR PRIVATE SEWER TAP

THIS AGREEMENT is entered into by and between THE CITY OF FORT WAYNE (hereinafter referred to as "Utility") and GREGORY P. FRERICKS (hereinafter referred to as "Frericks"). AND WITNESSETH:

WHEREAS, Frericks is about to acquire the fee simple title to the following described real estate in Allen County, Indiana, to-wit:

> Part of Lot Numbered 2 in Jacob Cook's Subdivision in Fractional Section 4, Township 31 North, Range 13 East, and part of Lot Number 1 in Bickneese's Addition in Fractional Section 4, Township 31 North, Range 13 East, all as more fully set out in Exhibit A attached hereto and made a part hereof.

AND WHEREAS, said real estate is presently serviced by an existing private septic system that is in need of replacement, but because of the close proximity of a public sanitary sewer main to the real estate, Frericks is desirous of tapping into said main rather than installing a new private septic system;

AND WHEREAS, the Utility is willing to permit a private tap of its sewer main provided that certain conditions are met, all as more fully outlined herein;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Utility hereby agrees to supply, upon payment of all required fees, a ~~provide a private sewer~~ tap permit to Frericks upon receipt of evidence that Frericks has been granted an easement over the adjoining real estate of Edward A. Schenkel for purposes of running the private sewer main from the public main to the residence on the Frericks real estate. The easement granted to Frericks is to be an exclusive easement for the sole use and benefit of Frericks, his heirs and successors in title; and Schenkel must acknowledge in said easement grant that his ground will not be serviced by this private main.

G.P.F. 11-3-83

73-312-29
11/2/83
H.I.
S-248-83
nal. 12/13/83

PURCHASE AGREEMENT

BAER FIELD WATER DISTRIBUTION SYSTEM

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APPENDIX

Exhibit A: Map delineating the acquired system.

2. In consideration for the granting of said private sewer tap, Frericks agrees to pay to Utility contemporaneously with the granting of the permit an area connection charge of Seven Hundred Dollars ($700.00) per acre in addition to the standard tap permit fee.

3. As further consideration for the granting of said private permit, Frericks agrees that if and when Utility extends a public sewer main to this real estate, he will disconnect his sewer from the private main and tap into the public main. Parties hereto agree that no further area connection charges, other than the standard tap permit fee, would be payable in the event of such a disconnection and new tap. Frericks would, of course, have to bear the expense of the new installation.

4. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands this 2ND day of November, 1983.

Gregory P. Frericks
Gregory P. Frericks

CITY OF FORT WAYNE, INDIANA
By:
By: Jack Wilson Sr.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 2ND day of November, 1983, personally appeared Gregory P. Frericks, being over the age of 18 years, and acknowledged his voluntary execution of the foregoing agreement. Witness my hand and notarial seal.

My Commission Expires:
JAN. 8, 1985

Carel L. Gilbert
CAREL L. GILBERT
Notary Public
County of Residence: ALLEN

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of November, 1983, personally appeared Stephen A. Bailey and Jack Wilson, Sr. for the City of Fort Wayne, Indiana, and acknowledged the

PURCHASE AGREEMENT

INTRODUCTION

This is an agreement between the Board of Aviation Commissioners of the City of Fort Wayne, Indiana, hereinafter referred to as the "Commission" and City Utilities of the City of Fort Wayne, Indiana, managed by and through the Board of Public Works, hereinafter referred to as the "Utility".

WITNESSETH:

WHEREAS, the Commission owns and operates a water distribution system and treatment facility at Baer Field, including well sites, pumping equipment, piping, mains, hydrants, valves and appurtenances thereto. It supplies water to its own facilities, to the Indiana Air National Guard, to customers in the terminal building and to other entities, under the terms of its lease or sale arrangements with them; and

WHEREAS, the Commission's operations are subject to review by the Federal Aviation Administration, (FAA). In the execution of this agreement, the Commission shall determine and obtain all the necessary FAA approvals; and execution of the foregoing instrument. Witness my hand and notarial seal.

My Commission Expires:
6-22-87

Helen D. Gochenour

Notary Public
County of Residence: Allen

This instrument prepared by: William D. Swift, Attorney, 590 Lincoln Tower, Fort Wayne, Indiana, 46802.

WHEREAS, by "Memorandum Of Understanding" executed March 19, 1969, the Commission sold and the Utility purchased the sewage collection system located in and near Baer Field. Payment of the purchase price is being made by crediting the Commission for sewage charges incurred. Based upon the current sewage rate charge, the balance of the purchase price will be fully paid in 3.5 years, after which the Commission shall be required to pay sewage charges to the Utility; and

WHEREAS the Commission desires to sell all of its water distribution system and water treatment facility, (excluding certain buildings and land), situated and lying north and south of Ferguson Road; and

WHEREAS, the Utility, upon acquisition of both the system and the facility, will supply water for both domestic and fire use to the Commission property, customers and users.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual considerations and agreements hereinafter contained, the Commission and the Utility agree as follows:

EXHIBIT A

Part of Lot numbered 2 in Jacob Cook's Subdivision in Fractional Section 4, Township 31 North, Range 13 East, in Allen County, Indiana, as recorded in Plat Book 3, page 16, in the Office of the Recorder of said County, and more particularly described as follows, to-wit:

Commencing at the Northeast corner of Lot Numbered 1 in Bickneese's Addition as recorded in Plat Book 9, page 41, in the office of the Recorder of said County; thence Northwesterly along the North line of Lot Numbered 7, in said Bickneese's Addition, a distance of 222.1 feet; thence by deflection to the right of 83 degrees and 56 minutes a distance of 610.7 feet; thence by deflection to the right of 85 degrees and 6 minutes, a distance of 198.9 feet to the East line of Lot Numbered 2 in Jacob Cook's Subdivision; thence South on the East line of said Lot Numbered 2, a distance of 648.9 feet to the point of beginning, containing 2.98 acres of land.

Together with that part of Lot Number 1 in Bickneese's Addition in Fractional Section 4, Township 31 North, Range 13 East, in Allen County, Indiana, as recorded at Plat Record 9, page 41, in the Recorder's office in said Allen County, and more particularly described as follows, to-wit: Commencing at a point 17.2 feet South of the Northeast corner of Lot Numbered 1 in said Bickneese's Addition as measured along the east line of said Lot Numbered 1; thence Southwesterly through a point situated 43.1 feet South of the Northeast corner of Lot Numbered 2 along the Northeasterly line thereof, a distance of 59.2 feet; thence Northwesterly 43.1 feet to the Northeast corner of said Lot Numbered 2; thence around a curve to the left and on the center of Mayhew Road as now established, a distance of 132.3 feet; thence Southeasterly 152 feet to the Northeast corner of said Lot Numbered 1 in Bickneese's Addition; thence South 17.2 feet to the point of beginning, containing 0.15 acres of land.

ARTICLE I - PURPOSES OF AGREEMENT

This agreement is intended to provide:

A. For the acquisition of the water supply, treatment and distribution system by the Utility;

B. For the payment of the purchase price;

C. For the supply of water for both domestic use and fire use, to the Commission and their customers, and the billing bases for the same;

D. For the granting of sufficient easements for the maintenance of the water distribution system acquired;

E. For an adequate supply of water for both domestic and fire use to meet the needs of customers created by future industrial and commercial expansion;

F. For the orderly transfer of the customers, operations and the ownership of the assets; and

G. For the supersedence and termination of a certain Memorandum of Understanding, dated September 22, 1982, between the parties.

ARTICLE II - ACQUISITION

The Commission hereby sells and transfers, and the Utility hereby receives and accepts, the water distribution system and treatment facility, including all well-sites, pumping equipment, piping, mains, hydrants, valves, and appurtenances thereto, situated on Commission property at Baer Field, and also situated and lying north and south of Ferguson Road, Allen County, Indiana, as shown on Exhibit "A" hereto, for the purchase price of Two hundred thousand and no/100 ($200,000.00) Dollars.

ARTICLE III - PAYMENT OF THE PURCHASE PRICE

The Purchase Price set forth in ARTICLE II-ACQUISITION shall be paid to the Commission, by the Utility, in the following manner:

1. The Utility shall deliver to the Commission on the 10th day of January, 1984 at 10:00 o'clock A.M. its check or bank draft for the entire purchase price of Two hundred thousand and no/100 Dollars.
2. The Commission shall, at the same time, execute and deliver to the Utility, a full and proper bill of sale conveying the property herein to be purchased.
3. The closing of this transaction shall occur at the offices of the Board of Works of the City of Fort Wayne.

ARTICLE IV - WATER SUPPLY

It is currently intended that the water supply to the Commission and its customers, lessees and purchasers, and to the Utility's customers shall be provided by an interconnection to the Utility's water distribution system. Nevertheless, the Utility reserves the right to maintain the existing well-sites and treatment facilities in such ready or standby condition as it may deem appropriate.

In the event that the Utility shall discontinue the use of the well sites or the treatment facilities, or the maintenance of the same, the Utility shall give due and proper notice thereof to the Commission and thereupon the responsibility for the maintenance and security of the lands upon which the same are situated shall revert to the Commission.

Simultaneous to the execution of this Agreement, the Commission shall supply to the Utility a listing of all persons who are water customers of the Commission, and thereafter, the Commission shall advise and inform the Utility of any change in billing or services which may occur as a result of the Commission leasing, selling or developing any portion of its properties, including tenancies within the terminal building.

As of January 1, 1984, the Utility shall commence ownership and operation of the acquired properties and shall thereafter be responsible for the maintenance, the supplying of water, and the usage billing to the Indiana Air National Guard, to the Commission and to all of the Commission's customers and users.

The Memorandum of Understanding between the parties, dated September 22, 1982, shall terminate and be of no further effect as of the date of operations by the Utility under this contract.

The Utility shall thereafter take actions appropriate to the metering of water usage as required and set forth in the Rules and Regulations of the Utility, and shall supply water and establish charges for the same.

The Utility will meter those locations occupied and utilized by the FAA, and shall periodically bill such services to the Commission, it being a condition of the contractual agreements between said Commission and the FAA that such services be supplied to FAA without charge.

All charges for water, fire service, and sewage made to the Commission or to its lessees, tenants or purchasers, whether billed to said customer or to the Commission, shall be in such amounts as are determined and appropriately approved by the Utility and charged to regular commercial customers of the Utility in accordance with the Rules and Regulations of the Utility and the Rate Schedule then and thereafter in effect.

In order to provide a continuity of service and to enable the water distribution system to be integrated into and supplied by the Utility's water distribution system, the Utility may, on and after the date of this Agreement, enter upon the lands of the Commission and may install required meters, undertake necessary construction and perform maintenance.

Any entry by the Utility onto the operations area shall be subject to the approval of the Airport Manager or a staff member.

To facilitate to northwesterly extension of the Baer Field runway, designated as Three-one , the Utility shall cooperate with the Commission and its contractors, in the following manner:

> Plans and designs for such runway extension currently contemplate the closing and abandonment of a portion of Indianapolis Road, and in order to provide water services to those lands and areas lying south and west of said runway extension, it will be necessary to extend a water main under the proposed runway extension.
>
> The Commission shall include in its runway extension design and construction plans, the installation of this water main extension, of the size specified by the Utility's Chief Water Engineer. It is contemplated, as of the date of this Agreement, that the Commission will install a 30-inch stel sleeve, approximately 1000 feet in length, containing cast-iron water pipe.
> The cost associated with this installation, including the structure (liner) to house and carry the water main under the runway, shall be the expense of the Commission. The Utility shall, at its expense, supply to the Commission's contractor, all the materials, such as pipe, valves, elbows, etc., required for the specified water main installation.

ARTICLE V - EASEMENTS

The Commission hereby grants to the Utility an easement for the purposes of entry, maintenance, repair, removal and replacement of such water distribution system, on and across the lands of said Commission, which easement is generally described as being Twenty (20) feet in width and having as its centerline, the location of the pipes and piping herein conveyed. This grant shall not require the removalk or relocation of any existing structure, and the Commission shall have the right, at its expense, to relocate the piping and easement to accomodate new construction.

In order that Airport operations shall not be disrupted by maintenance and construction activities of the Utility, the Commission shall advise the Utility of reasonable restrictions related to access, maintenance and construction, and shall provide to the Utility a safe means of access to any working area, and the Utility, if in compliance with such restrictions, shall not be responsible for interruption of, or interference with, airport activities. The Commission herein grants to the Utility such licenses for access and repair or service as may, from time to time, be necessary to properly and safely conduct such repair and maintenance, and provide services. Any entry by the Utility onto the operations area shall be subject to the approval of the Airport Manager or a staff member.

ARTICLE VI - RISK OF LOSS

In the event that any material portion of the properties herein purchased shall have been destroyed or damaged prior to January 1, 1984, on which date transfer of ownership of the properties herein purchased shall occur, such loss and cost of repair shall be borne by the Commission.

ARTICLE VII - EMPLOYEES

Water distribution employees of the Commission shall not, by this contract, become employees of the Utility. In the event, however, that any such employee shall, as a direct result of the execution of this contract no longer be employed by the Commission and apply to, and be accepted as a Utility employee, such employee shall retain such date of service as the Personnel Department of the Utility may in its sole discretion determine, considering contractual obligations of the Utility.

The Utility agrees that it shall, as of the transfer date, January 1, 1984, and for a period of not less than one-year thereafter, employ one (1) person formerly employed by the Commission as a water distribution employee, such employee to be mutually agreeable to the Utility and the Commission.

ARTICLE VIII - REAL PROPERTY

The title to all lands now or hereafter owned by said Commission shall be retained by said Commission and are not, by this agreement, deeded or conveyed to the Utility. All easements for water mains, vested in the Commission, affecting land not owned by the Commission, are transferred and conveyed to the Utility. Building(s) now containing the well-site pumps and treatment plant equipment shall be retained by the Commission, but the pumps, treatment equipment and appurtenances shall be the property of the Utility.

ARTICLE IX - RIGHTS OF THIRD PARTIES

It is specifically intended that this Agreement does not create any rights in favor of any person not a party to this Agreement.

ARTICLE X - EXPENSE

Each party shall bear its own legal and consultant expenses in the negotiation and execution of this Agreement.

ARTICLE XI - APPROVALS REQUIRED

By the execution of this Agreement the Board of Aviation Commissioners warrants that it has obtained any approvals necessary and required of both the FAA and the Indiana AIr National Guard.

EXECUTION

IN WITNESS WHEREOF, this contract has been executed by the parties as of the last date of signature and/or approval.

Approved this 21 st day of September, 1983

BOARD OF AVIATION COMMISSIONERS

Herbert J. Weber, President

Harley Graham, Member

David Siegel, Member

Karl Bandemer, Member

Approved as to form
and legality

John E. Hoffman

John E. Hoffman, Attorney
for the Board of Aviation
Commissioners

CITY OF FORT WAYNE

Winfield C. Moses, Mayor

Attest:

Sandra E. Kennedy

Sandra E. Kennedy
City Clerk

Approved this 2nd day of November, 1983

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Member

Attest:

Helen V. Gochenour
Helen V. Gochenour,
Clerk

Approved as to form
and legality

Bruce O. Boxberger
City Attorney

State of Indiana)
)SS:
County of Allen)

Before me, a Notary Public in and for said County and State, personally appeared Herbert J. Weber, Harley Graham, David Siegel, and Karl Bandemer, the Chairman and members of the Board of Aviation Commissioners of the City of Fort Wayne, Indiana, who acknowledged execution of the foregoing PURCHASE AGREEMENT for and on behalf of said Board of Aviation Commissioners.

Witness my hand and notarial seal
this 19th day of October, ,1983.

John E. Hoffman
(John E. Hoffman)
Notary Public

Resident of Allen County, Indiana
My Commission expires
December 14, 1985

State of Indiana)
)SS:
County of Allen)

Before me, a Notary Public in and for said County and State, personally appeared Winfield C. Moses, Jr. Mayor of the City of Fort Wayne, Indiana, who acknowledged execution of the foregoing PURCHASE AGREEMENT for and on behalf of said City of Fort Wayne, Indiana.

Witness my hand and notarial seal
this 2nd day of November ,1983.

Thelma A. Morris
THELMA A. MORRIS
Notary Public

Resident of Allen County, Indiana
My Commission expires 8/2/87

State of Indiana)
)SS:
County of Allen)

Before me, a Notary Public in and for said County and State, personally appeared Stephen A. Bailey, Betty R. Collins, and Jack Wilson, the Chairman and members of the Board of Public Works of the City of Fort Wayne, Indiana, who acknowledged execution of the foregoing PURCHASE AGREEMENT for and on behalf of said Board of Public Works.

Witness my hand and notarial seal
this 2nd day of November ,1983.

Thelma A. Morris
THELMA A. MORRIS
Notary Public

Resident of Allen County, Indiana
My Commission expires 8/2/87

This instrument prepared by:
Robert D. Colestock,
Attorney

U-62 83-029226

73-208-32
10/26/83
H.I.
S-261-83
rat. 12-13-83

1983 DEC 20 AM 10: 20
ALLEN COUNTY RECORDER
Virginia L. Young

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 26th day of October 1983, by and between H. J. Development Company, Inc., an Indiana Corporation, hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY", WITNESSETH,

WHEREAS, the "OWNER" desires to construct a local sanitary sewer described as follows:

DESCRIPTION OF SANITARY SEWER

An 8" line commencing at a new manhole (station 0 + 00), 170'+ or - East North East of the center line of Arapaho Passover and in the right of way South of the property line common with lots 48 and 49 in Lake River Estates West, Section II; on the North side of Old Leo Road. Thence Southeasterly within the easement, on the property line of 57 and 58 and 56, distance of 200' to a new manhole (station 2 + 00); thence South within easement, on the property line common to Lots 58 and 59 and Lot 60, a distance of 60' terminating with a clean-out (station 2 + 60).

Lots 48 through 54, inclusive, in Lake River Estates West, Section II, to utilize Leo-Cedarville sanitary sewer purchased by City, Recorded Document #83-17992. In accordance with plans, specifications and profiles heretofore submitted to and approved by "CITY" and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY" and known as the Lake River Estates West, Section II, dated August 25, 1983 which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the "OWNER" has an interest, but also an adjoining land areas and:

WHEREAS, the cost of construction of said sewer is represented to be $6,800.00

DULY ENTERED FOR TAXATION
DEC 20 1983
Gloria J. Gorglein
AUDITOR OF ALLEN COUNTY

WPCE - 1143

C
16.0

Map Q-27

83-025044

13-205-4
10/28/83
H.I.

AGREEMENT FOR SEWER EASEMENT

1983 OCT 28 PM 2:05
ALLEN COUNTY RECORDER

THIS AGREEMENT, made this 20th day of October 1983, by and between Robert E. and Judith R. Powell, husband and wife and Scott and Debbie Kuhn, husband and wife, hereinafter referred to as "OWNERS" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY" WITNESSETH:

63

WHEREAS, "OWNERS" are title holders of lots #261 and #262 which abut the 50' x 142.01' portion of Dellview Drive, West and adjacent to Autumn Drive in Eastland Gardens Addition - Section "B" to the City of Fort Wayne, Indiana, and

WHEREAS, said portion of Dellview Drive is not necessary as ingress or egress to other properties whatsoever, and

WHEREAS, said portion of Dellview Drive is unopened and unimproved now and for in excess of 20 years previous to this petition and,

WHEREAS, "CITY" installed a 12" sanitary sewer across said portion of Dellview Drive west of Autumn Drive and,

WHEREAS, "OWNERS" are tapped into and discharge sewage into said 12" sanitary sewer and,

WHEREAS, CITY shall require a 15-foot easement to maintain said sanitary sewer,

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. "Owners" for and in consideration of the vacation of Dellview Drive (Portion of street) do hereby grant quit-claim, and convey to "City" a permanent easement and right-of-way to construct, operate, control, maintain, reconstruct and remove a sewer line along and across the following described real property located in Allen County, State of Indiana, to wit:

A PERMANENT EASEMENT more particularly described as follows:

Beginning at a point 25 feet south of the north line of Lot #262 in Eastland Gardens Addition Section "B" and 15-feet west of the East line of said Lot 262; thence north a distance of 100 feet to a point 25-feet north of the south line of Lot #261, in said addition and 15-feet west of the east line of Lot 261; thence east a distance of 15-feet to the east line of Lot 261; thence, south a distance of 100 feet to a point 25-feet south of the south line of Lot 262 in said addition; thence west a distance 15-feet to the point of beginning.

"OWNERS" certify under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this deed.

2. "CITY" shall maintain the said 12" sanitary sewer across Dellview Drive (vacated) between Lot #261 and Lot #262 of said addition.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the year

DULY ENTERED FOR TAXATION
OCT 28 1983
AUDITOR OF ALLEN COUNTY

55¢

WPCE Box

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

"OWNER" shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by "CITY" under private contract to be let within sixty (60) days after requisite "CITY" approval. All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY" and "CITY shall accept sewage therefrom subject to such sewage service charges as may now or hereafter be regularly established by "CITY", and all further maintenance thereafter shall be borne by "CITY."

2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and to hold "CITY" harmless from any liability for claims connected therewith.

3. AREA OF "OWNER"

Said sewer when accepted by the "CITY" will serve the following described real estate; Lots numbered, 48 through 60 as platted within Lake River Estates West, Section II - See Exhibit "A."

As "OWNER" will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGE

The area connection charges establshed by the City under the St. Joe Study Area as formulated at $700.00 per acre to be recorded at a future date are hereby made applicable for the net "Area of the Developer" as shown on Exhibit "A." The total area of the developer is 4.02 acres. The assessable acreage is 4.02 for residential purposes.

The Owner recognizes the City of Fort Wayne is in the process of establishing sanitary sewer Area Connection Fees for the St. Joe Study Area. Therefore, in the interim, until the final dollar amount for the Area Connection fees has been established, the owner agrees to pay Seven Hundred ($700.00) Dollars per acre. It is understood that should the final area connection fee figure be less than Seven Hundred ($700.00), then the City of Fort Wayne will reimburse us the difference. It is further understood and agreed that should the final area connection fee be more than Seven Hundred ($700.00) Dollars, I, the owner, agree to pay the difference.

and the date first above written.

CITY OF FORT WAYNE

BY
WINFIELD C. MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE

BY
STEPHEN A. BAILEY, CHAIRMAN

BY
BETTY R. COLLINS, MEMBER

BY Jack Wilson Sr.
JACK WILSON, SR., MEMBER

OWNER:

BY Robert E Powell
ROBERT E. POWELL

BY Judith R. Powell
JUDITH R. POWELL

BY Scott J Kuhn
SCOTT KUHN

BY Debby Kuhn
DEBBY KUHN

APPROVED AS TO FORM AND LEGALITY:

ASSOCIATE CITY ATTORNEY
ASSOCIATE CITY ATTORNEY

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 30th day of October, 1983 personally appeared the within named City of Fort Wayne and Board of Public Works for the City of Fort Wayne by Winfield C. Moses, Jr., Stephen A. Bailey, Betty R. Collins, and Jack Wilson, Sr. and acknowledged the execution of the foregoing Agreement for and on behalf of said City and Board and by its authority. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:
9/2/87

Thelma A. Morris (Thelma A. Morris)
Notary Public, Resident of Allen County

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of October, 1983, personally appeared Robert E. and Judith R. Powell, husband and wife, and Scott and Debby Kuhn, husband and wife, and acknowledged the execution of the foregoing Agreement for and on behalf of said partnership and by their authority. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires

CHARLES I WICKENSHEIMER
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO
MY COMMISSION EXPIRES OCT 30 1986
ISSUED THRU INDIANA NOTARY ASSOC.

Charles I. Wickensheimer
Notary Public, Resident of Allen County

Prepared by C. Duane Embury,
Chief Water Pollution Control Engineer

5. BOND

This contract is subject to "OWNER" and/or his contractor furnishing a satisfactory Maintenance Bond for 25 percent of the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by "CITY",

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

"OWNER", for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by "CITY" of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce "CITY" to execute and ratify this contract, said "OWNER", for himself, his successors and assigns, agrees by this contract to vest in "CITY" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

"OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER, his successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land the acceptance of the delivery of any such instruments from "OWNER," his successors and assigns by any grantee, vendee, or contract pruchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

"OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of ist adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by siad sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395)

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force andeffect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

H. J. DEVELOPMENT, INC.

Hugh W. Johnston, President

"CITY"
MAYOR

BY: Win Moses JR
Win Moses, Jr.

BOARD OF PUBLIC WORKS

BY:
Stephen A. Bailey, Chairman

BY: Jack Wilson, Sr.
Jack Wilson, Sr.

BY: Betty Collins
Betty Collins, Member

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

Assoc. City Attorney

STATE OF INDIANA

COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Hugh W. Johnston, President who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes there in contained.

WITNESS my hand and notarial seal this 26th day of October 1983.

Judith A. Girardot
Notary Public
Resident of Allen County

My Commission Expires:

6-14-86

This instrument prepared by
M. Kim Dunifon, Vice-President
H. J. Development Company, Inc.

STATE OF INDIANA

COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Win Moses, Jr., Mayor, City of Fort Wayne, Indiana, and Stephen A. Bailey, Chairman, Board of Public Works, and Jack Wilson, Sr., and Betty Collins, Members, respectively, of the Board of Public Works, and acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 26th day of October 1983.

Thelma A. Morris
Thelma A. Morris Notary Public
Resident of Allen County,
Indiana

My Commission expires:

8/2/87

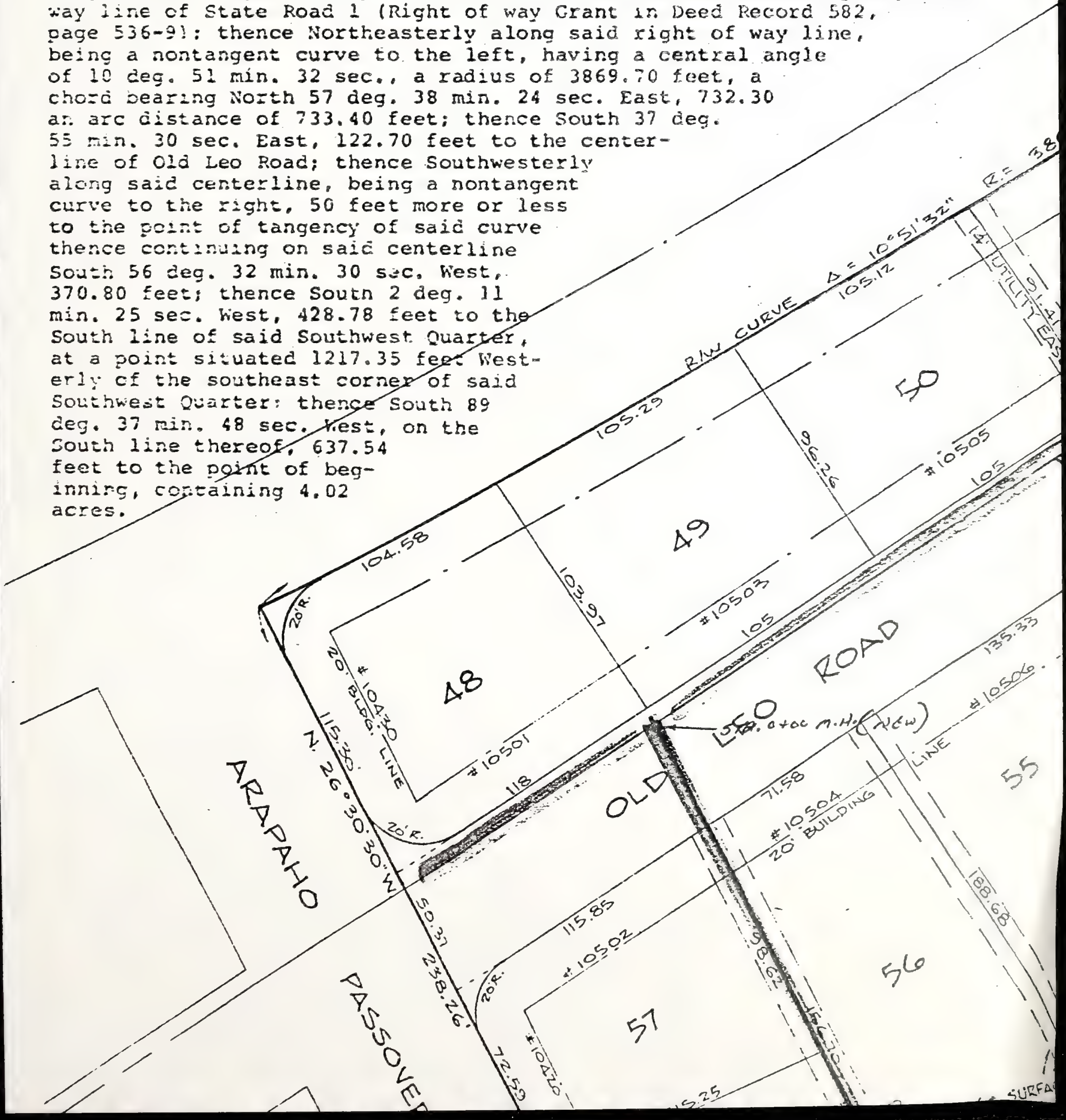
LAKE RIVER ESTATE

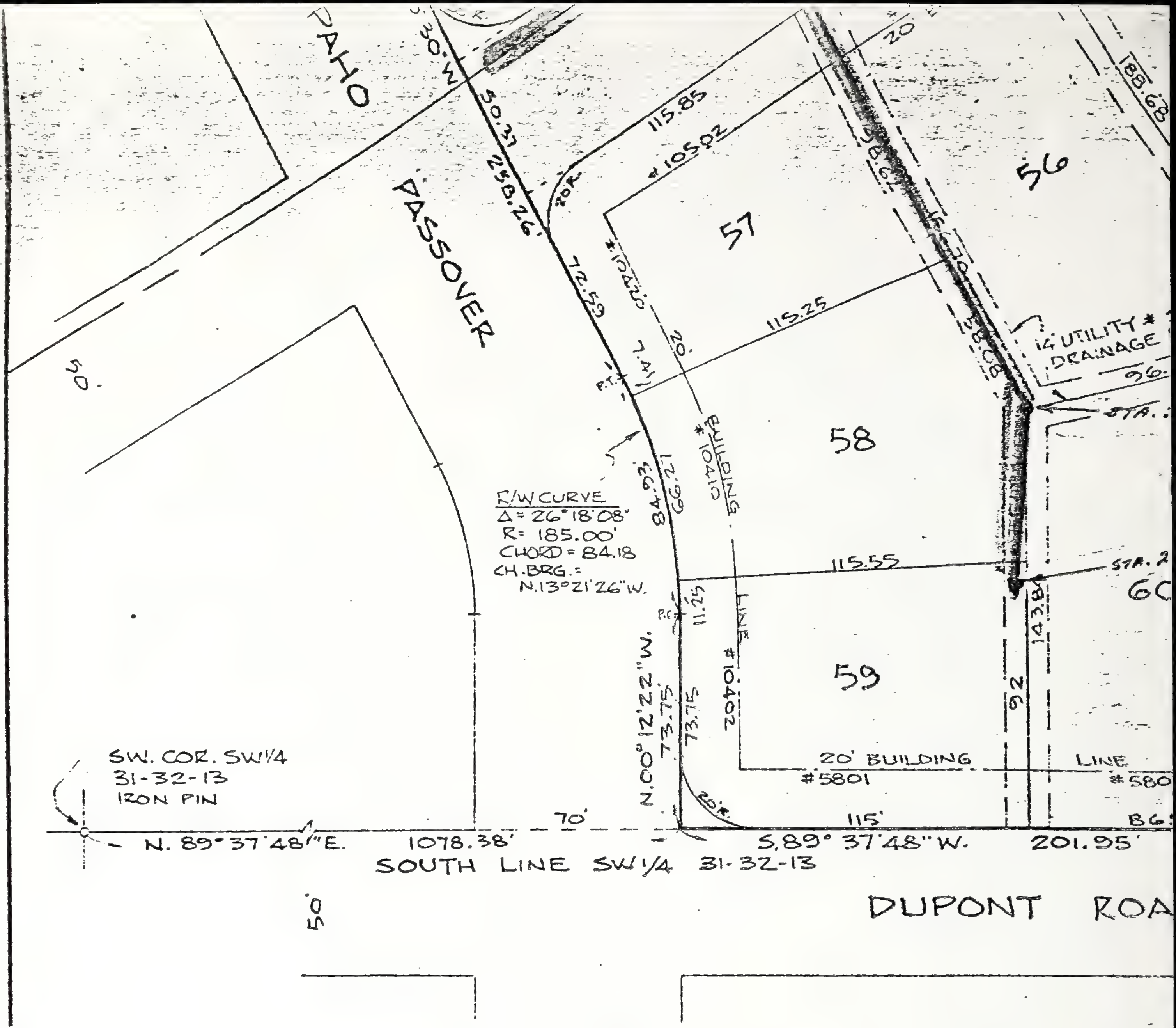
SECTION TWO

A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION

LEGAL DESCRIPTION

Part of Lots 6, 7 and 9 of Trease Estate Plat A as recorded in Deed Record 158, pages 1 to 8 in the Office of the Recorder of Allen county, Indiana, situated in the Southwest Quarter of Section 31, Township 32 North, Range 13 East, said County, described as follows:
Commencing at the southwest corner of said Southwest Quarter; thence North 89 deg. 37 min. 48 sec. East, on the south line thereof, 1078.38 feet to the poi the East right of way line of Arapaho Passover (Doc. #80-1879, Recorder's Office); thence North 00 deg. 12 min. 22 sec. West, along said right of way line, 73.75 feet to the point of curvature of a 185 feet radius curve to the left, subtend-ing a central angle of 26 deg. 18 min. 08 sec.; thence Northwesterly along said curve an arc length of 84.93 feet to the point of tangency of said curve; thence North 26 deg. 30 min. 30 sec. West, continuing on said right of way line238.26 feet to the southeasterly right of way line of State Road 1 (Right of way Grant in Deed Record 582, page 536-9): thence Northeasterly along said right of way line, being a nontangent curve to the left, having a central angle of 10 deg. 51 min. 32 sec., a radius of 3869.70 feet, a chord bearing North 57 deg. 38 min. 24 sec. East, 732.30 an arc distance of 733.40 feet; thence South 37 deg. 55 min. 30 sec. East, 122.70 feet to the centerline of Old Leo Road; thence Southwesterly along said centerline, being a nontangent curve to the right, 50 feet more or less to the point of tangency of said curve thence continuing on said centerline South 56 deg. 32 min. 30 sec. West, 370.80 feet; thence South 2 deg. 11 min. 25 sec. West, 428.78 feet to the South line of said Southwest Quarter, at a point situated 1217.35 feet Westerly of the southeast corner of said Southwest Quarter: thence South 89 deg. 37 min. 48 sec. West, on the South line thereof, 637.54 feet to the point of beginning, containing 4.02 acres.


R/W CURVE
Δ = 10°51'32"
R = 38
105.12
105.29
104.58
96.26
103.97
14' UTILITY EAS
50
49
48
#10505
#10503
#10501
#10430
105
105
118
20'R.
20' BLDG. LINE
N. 26°30'30"W
115.50
ARAPAHO
PASSOVER
OLD
LEO
ROAD
Lt. Loc M.H. (New)
135.33
#10506
LINE
55
71.58
#10504
20' BUILDING
188.68
115.85
#10502
50.32
238.26
20'R.
57
#10420
72.53
56
98.62
15.25
SURFA


PAHO
PASSOVER
50'
30.37
238.26'
72.59
115.85
#10502
20R.
57
115.25
56
96.67
38.08
14' UTILITY & DRAINAGE
STA.
58
R/W CURVE
Δ = 26°18'08"
R = 185.00'
CHORD = 84.18
CH. BRG. = N.13°21'26"W.
84.93'
66.27
#10410
BUILDING LINE
115.55
11.25
P.C.
P.T.
60
143.84
59
#10402
92
N.00°12'22"W.
73.75'
73.75
20' BUILDING LINE
#5801
#580
SW. COR. SW1/4 31-32-13 IRON PIN
70'
115'
86.5
N. 89°37'48"E. 1078.38'
S.89°37'48"W. 201.95'
SOUTH LINE SW1/4 31-32-13
DUPONT ROA
50'

CERTIFICATION

I, Timothy F. Owens, hereby certify that I am a Professional Land Surveyc licensed in compliance with the laws of the State of Indiana; that this p correctly represents a survey completed by me on March 4, 1983; that all shown hereon actually exist and that their location, size, type and mater accurately shown.

TIMOTHY F. OWENS REGISTERED LAND SURVEYOR

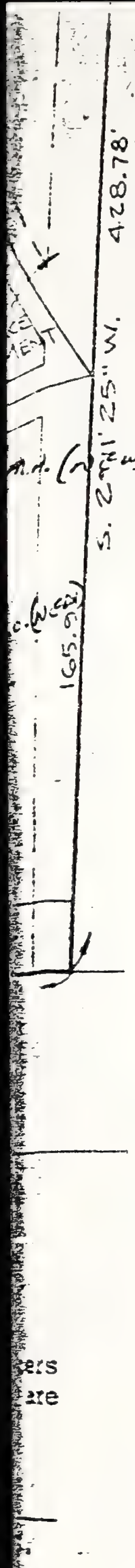
Timothy F. Owens
Timothy F. Owens
Indiana Reg. #S0

H. J. DEVELOPMENT COMPANY, INC.

833 COLISEUM BLVD. NORTH FT. WAYNE, IND.

MARCH 4, 1983 - REVISED MARCH 22 '83

EXHIBIT F



Hugh W. Johnston - President By: Hugh Johnston - Secretar

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me a notary public in and for said county and state personally appeared the above named owners and acknowledged the execution of the foregoing plat for use and purposes set forth as their voluntary act.

My Commission expires: By:
Notary Public (resident of Allen County)

Approved by the Allen County Indiana Plan Commission

Date:

Lester C. Gerig - Presider

Edward L. Neufer - Vice Pre

Arthur G. Spirou - Secreta

Approved by the Fort Wayne Board of Public Works

Date;

Stephen A. Bailey - Chairm

Roberta Anderson-Staten - Memb

Betty Collins - Membe

Approved by the Allen County Board of Commissioners

Date;

Richard M. Regedanz - Preside

Richard M. Ellenwood - Vice Pre

Jack Worthman - Secreta

Approved by the Allen County Surveyor

Date;

William L. Sweet

Approved by the Allen County Health Commissioner

Date;

Dr. Jane M. Irmscher

Approved by the Allen County Zoning Administrator

Date;

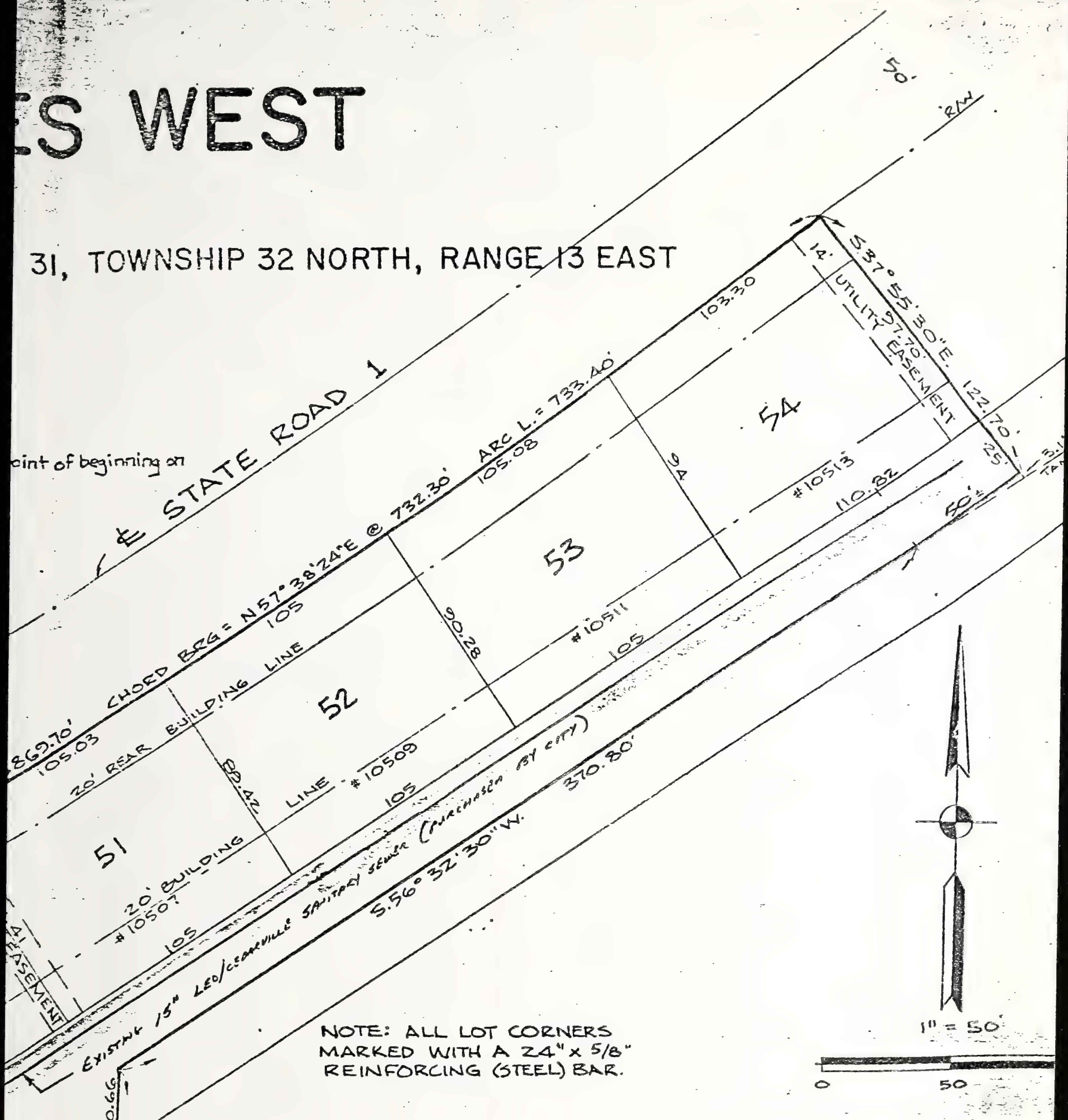
Jack G. Suter

SURVEYOR: T. F. OWENS & ASSOC.
1402 EAST STATE BLVD.
FORT WAYNE, INDIANA

ENGINEER: PHILIP SCHNELKER, I
2777 MAPLECREST R
FORT WAYNE, INDIA

ES WEST

31, TOWNSHIP 32 NORTH, RANGE 13 EAST


50'
R/W
℄ STATE ROAD 1
oint of beginning on
869.70'
CHORD BRG = N57°38'24"E @ 732.30'
ARC L. = 733.40'
105.03
105
105.08
103.30
14'
S37°55'30"E
97.70'
UTILITY EASEMENT
122.70'
25'
20' REAR BUILDING LINE
51
52
53
54
89.42
90.28
94
#10507
#10509
#10511
#10513
20' BUILDING LINE
105
105
105
110.82
50'±
EXISTING 15" LEO/CEDARVILLE SANITARY SEWER (PURCHASED BY CITY)
S.56°32'30"W.
370.80'
41' EASEMENT
30.66
232.20
418.78'
1" = 50'
0
50

NOTE: ALL LOT CORNERS
MARKED WITH A 24" x 5/8"
REINFORCING (STEEL) BAR.

DEDICATION

We, HJ DEVELOPMENT COMPANY, INC. owners by virtue of a cer
deed shown in Document 83-005504 in the office of the Recorder of A
County, Indiana of the real estate shown and described herein, do he
subdivide and plat the same into lots, streets and easements as show
the plat to be known as Lake River Estates West Section Two, an addi
to the County of Allen this 24th day of MARCH, 1983; do hereby dedi
the streets thus shown to the public use and do hereby subject and i
ess all lots in said Addition with the restrictions, covenants, limi
ions and easements attached hereto and made part hereof by reference

H. J. DEVELOPMENT COMPANY, INC.

By: ______________________ By: ______________________
Hugh W. Johnston - President Hugh Johnston

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me a notary public in and for said county and state
appeared the above named owners and acknowledged the execution
foregoing plat for use and purposes set forth as their volun

My Commission expires: By: ______________________
Public

83-029225 P-42

S-258-83
cat. 12-13-83
73-208-31
10/26/83
H.I.

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 26th day of October 1983, by and between Jack H. Root, hereinafter referred to as "OWNER"and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY," WITNESSETH: WHEREAS, the "OWNER" desires to construct a local sanitary sewer described as follows:

Roots Sanitary Sewer Extended
Sanitary Extension 5A:

Commencing at an existing Manhole at Station 0 plus 00, said Manhole #5 on Fox Chase Run thence Northwesterly 278 feet to Manhole #5A at Station 2 plus 78. Said Manhole 5A Terminates the description of Roots Sewer Extended.

In accordance with plans, specifications and profiles heretofore submitted to and approved by " CITY" and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY" and known as the Sanitary Sewer Extension for Root's Camp'N Ski as drawn by Turnbell Engineering Company dated Sept. 20, 1983 which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the " OWNER" has an interest, but also in adjoining land areas and;

WHEREAS, the cost of construction of said sewer is represented to be $3600.00.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1983 DEC 20 AM 10:14
ALLEN COUNTY RECORDER
Virginia J. Feeney

1. CONSTRUCTION OF SEWER

" OWNER" shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by " CITY" under private contract to be let within sixty (60) days after requisite " CITY" approval. All work and materials shall be subject to inspection by " CITY" and the right of " CITY" to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of " CITY" until final acceptance by " CITY" and " CITY" shall accept sewage therefrom subject to such sewage service charges as may now or hereafter be regularly established by " CITY", and all further maintenance thereafter shall be borne by " CITY".

DULY ENTERED FOR TAXATION
DEC 20 1983
Edna J. Gooden
AUDITOR OF ALLEN COUNTY

11.50

WPCE 1143

73-205-2
10/20/83
H.I.

STORM SEWER IMPROVEMENT RESOLUTION

"NO. 890-1983 AMENDED"

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a storm sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered:

To be installed in the area described as follows: Bounded on the North by the North line of the Southwest Quarter (¼) Section 26, Township 30 North, Range 12 East; bounded on the East by the West right-of-way line of Wells Street; bounded on the South by Spy Run Creek; and bounded on the West by a line 135' West of and parallel to the West right-of-way line of Sherman Boulevard. Said line to be extended from Spy Run Creek North to its intersection with said North line of the Southwest Quarter (¼) Section 26, Township 30 North, Range 12 East.

STORM SEWER LINE

Beginning at an existing 8" field tile located on the north side of Franke Park Drive 300± LF West of the intersection of Franke Park Drive and Wells Street; thence, South 470± LF on a line 5± LF West of the East property line of Lots #9 and #10 of Wallywood, Section A, Addtion to the City of Fort Wayne, to a sanitary sewer manhole located 10± LF North of the South right-of-way line of Wallywood Avenue; thence, West 230± LF on a line 10± LF North of and parallel to the South Right-of-way line of Wallywood Avenue to a sanitary sewer manhole; thence South 200± LF on a line 10± LF West of the East line of the West 110 feet of Lot #14 of Romy's Outlots Addition to the City of Fort Wayne to the south line of said Lot #14; thence, continuing Southerly 290± LF on a line 80± LF West of the sewer line of Lot #61 of Archer Heir's Addition to the City of Fort Wayne to an outfall structure on Spy Run Creek.

Said sewer shall be 12", 18" and 24" in diameter, with all its appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the Office of the Board of Public Works of the City of Fort Wayne and shall be used for storm water purposes only.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the resolution aforementioned and the plans,profiles and specifications now on file in the Office of the Board of Public Works of said City.

The total cost of said sewer shall be paid by City and the holders of property beneficially affected thereby in proportion to the benefits received.

2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and to hold "CITY" harmless from any liability for claims connected therewith.

3. AREA OF "OWNER"

Said sewer when accepted by the "CITY" will serve the following described real estate:

A Part of The Richardville Reserve INT 31IN R 13 E Allen County, Indiana more particularly described as follows: Commencing at the Southwest corner of the Richardville Reserve thence Northeasterly along the West line of said Reserve a distance of 3709.52 feet to a point of beginning; thence continuing Northerly along a line N250 19'E a distance of 153.63 feet; thence Easterly along a line N89^0 20' W, a distance of 284.6 feet, thence Southerly along a line N 25^0 15' E a distance of 154.10 feet; thence Westerly along a line N 89° 15' W a distance of 284.6 feet to a point of beginning.

As "OWNER" will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made for the sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees, and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and the treatment of sewage therefrom.

4. AREA CONNECTION CHARGE

The area connection charges established by the city under the St. Joe Sanitary Interceptor Sewers Resolution No. 61-140-11 as recorded in Allen County Recorder's Office under 74-22909 are hereby made applicable for the net "Area of the Developer" as shown on Exhibit "A". The total area of the developer is 1 acre. The assessable acreage is 1.0 acres for residiential purposes. The net assessment shall be 1.0 acre times $475.00 per acre totaling $475.00 payable in one installment of $475.00. The Assessment shall be paid prior to start of construction of sewer extension shown on Exhibit "A".

5. BOND

This contract is subject to "OWNER" and/or his contractor furnishing a satisfactory Maintenance Bond for 25 percent of the value of the sewer which shall guarantee said sewer against defects for a period of one(1) year from the date of final acceptance of said sewer by "CITY".

6. LIMITATION ON USE

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage to contaminated waste in accordance with City Municipal Code.

The City shall commit fifty (50%) percent, up to a maximum of Twelve Thousand ($12,000.00) Dollars of the improvement. The remaining cost of said storm improvement shall be assess against property owners whose land is benefited by said storm sewer or whose property contributes to the drainage area said storm sewer will service. It is expressly intended and provided that City's contribution will finance areas that said improvement may accept storm water from those collateral drains already constructed or which hereafter may be constructed.

Assessments, if deferred, are to be paid in ten equal installments with interest at the rate set by the Board of Public Works per annum, and shall be financed by the Barret Law Revolving Improvement Fund, as provided for in the Acts of the General Assembly of the State of Indiana, Indiana Code, Title 36, and the provisions of all Acts amendatory thereto and supplemental thereof.

All proceedings had, and work done in the construction of said Storm Sewer with all its appurtenances, manner of assessment of property and issuance of bonds therefore shall be provided for in an Act of the General Assembly of the State of Indiana, and in accordance with and pursuant to the provisions of all acts and amendatory thereto and supplemental thereof passed by the General Assembly of the State of Indiana.

ADOPTED this 21st day of October, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr., Member

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

"OWNER," for hinself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extensions thereof.

If further consideration and to induce "CITY" to execute and ratify this contract, said "OWNER", for himself, his successors, and assigns, agrees by this contract to vest in "CITY" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

"OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER" its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER", his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

"OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land of of the territory in which it is located or of the area served by said sewer, (I.C. 36-9-22-2 as added by Acts 1981, P.L. 309,395)

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinace, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

BOARD OF PUBLIC WORKS

BY: ____________________

Stephen A. Bailey, Chairman

BY: Betty R. Collins

Betty Collins, Member

BY: Jack Wilson, Sr.

Jack S. Wilson, Member

Jack H. Root

BY: Phyllis Root VanRyn

Jack H. Root Owner *by Phyllis Root VanRyn-Attorney In-Fact*

"CITY"

MAYOR

BY: Win Moses JR.

Win Moses, Jr.

ATTEST:

Helen V. Gochenour

Helen V. Gochenour, Clerk

APPROVED AS TO FORM AMD LEGALITY:

RJ Snouffer

ASSOCIATE CITY ATTORNEY

STATE OF INDIANA

COUNTY OF ALLEN:

Before me, the undersigned, a Notary public in and for said County and State, personally appeared Jack H. Root by *Phyllis Root VanRyn,* his lawful Attorney-In-Fact who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this *18th* day of *October* 19*83*.

Janet Garner

Notary Public *Janet Garner*

Resident of *Allen* County

NOTARY PUBLIC INDIANA

My Commission Expires:

5/13/87

STATE OF INDIANA

COUNTY OF ALLEN:

Prepared By: C. Duane Embury, Chief Engineer
Water Pollution Control

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Win Moses, Jr., Mayor, City of Fort Wayne, Indiana, and Stephen A. Bailey, Chairman, Board of Public Works, and Betty R. Collins and Jack S. Wilson, Members, respectively, of the Board of Public Works, and acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 26th day of October, 1983.

Thelma A. Morris

Thelma A. Morris

NOTARY PUBLIC

Resident of Allen County

My Commission expires:

8/2/87

This instrument prepared by
Michael Byerley

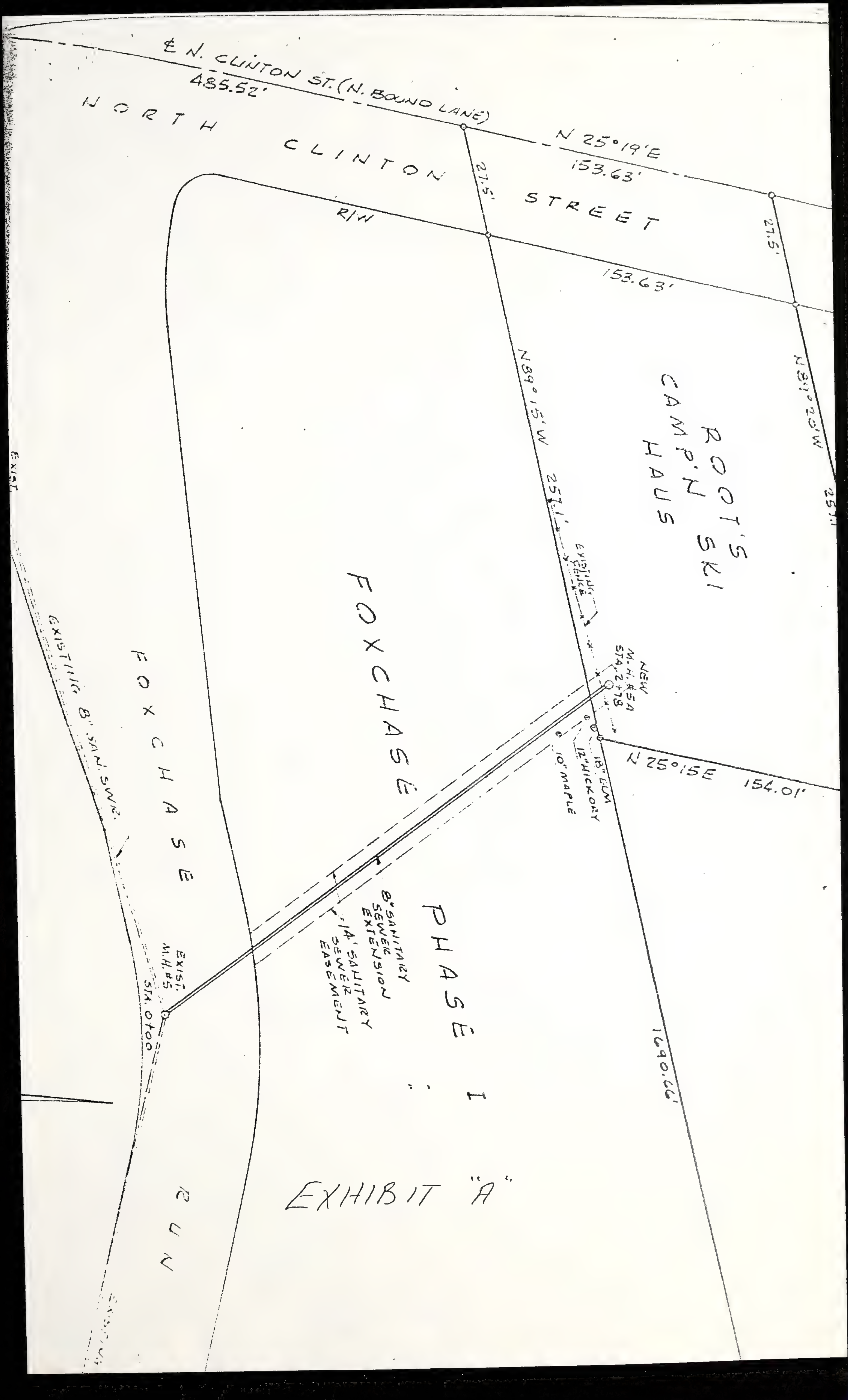

℄ N. CLINTON ST. (N. BOUND LANE)
485.52'
NORTH CLINTON STREET
N 25°19'E
153.63'
27.5'
R/W
153.63'
27.5'
N89°15'W 257.1'
N89°20'W
257.1
ROOT'S CAMP'N SKI HAUS
EXISTING FENCE
NEW M.H. #5A STA. 2+78
18" ELM
12" HICKORY
10" MAPLE
N 25°15E 154.01'
FOXCHASE
PHASE I
8" SANITARY SEWER EXTENSION
14' SANITARY SEWER EASEMENT
EXIST. M.H. #5 STA. 0+00
EXISTING 8" SAN. SWR.
FOXCHASE RUN
EXIST.
1690.66'

EXHIBIT "A"

83-029224

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

1983 DEC 20 AM 10: 13
ALLEN COUNTY RECORDER
Virginia L. Young

POWER OF ATTORNEY

OF

Jack H. Root
(GRANTOR)

TO

Phyllis Root VanRyn
(ATTORNEY-IN-FACT)

The undersigned hereby nominates, constitutes and appoints Phyllis Root VanRyn whose address is 10922 Diebold Rd., Ft Wayne, Indiana as my true and lawful attorney-in-fact to do and perform for me and in my name the following:

(Strike any paragraph not applicable)

(1) Banking and Financial Transactions — (a) To open accounts, in my name or on my behalf, in any bank or trust company, savings and loan company, insurance company, credit union, or any other banking or savings institution, and to deposit into such accounts, or into accounts now existing or hereafter established in my name, any money, checks, notes, drafts, acceptances or other evidences of indebtedness payable to or belonging to me, including but not being limited to checks or drafts issued by the Treasurer of the United States or any other official, bureau, department or agency of the United States Government or by the Treasurer or similar official of any state, or any other official, bureau, department or agency of any State, municipality or other government body; and to disburse, withdraw or receive from such accounts, all or any part of the balance therein; (b) to make such endorsements and to sign such documents as may be required in connection with deposit into any of such accounts; (c) to sign checks, withdrawals, drafts, receipts or other documents as may be required in connection with disbursement or withdrawal from or receipt of such accounts; and (d) to have access to and to remove any or all of my property contained or held in any safety deposit box.

(2) Motor Vehicles — To sell, lease, maintain, insure, license and re-license any motor vehicle which I may own or in which I may have an interest and to execute and deliver any instruments required so to do.

(3) Tax Matters — (a) To prepare, execute and file on my behalf income and other tax returns and pay any amount determined due; (b) to prepare, execute and file on my behalf documents pertaining to real estate and personal property taxes, assessments, and applications for exemptions; and (c) to act on my behalf in tax matters where it may be necessary to negotiate, compromise and settle tax disputes, including appealing determinations of value assessments and taxes due.

(4) Conduct of Business — (a) To manage my property and to conduct my business affairs, including, but not limited to, leasing, managing and maintaining any real or personal property which I may own; (b) to recover, obtain and hold possession of any real estate, monies, goods, chattels, debts, or any other thing in which I may have an interest; and (c) to pay, discharge or compromise any of my debts or other obligations.

(5) Securities Transactions — (a) To purchase or otherwise acquire, to sell or otherwise dispose of, securities including, but not limited to, stocks, bonds, notes, and other securities or evidences of indebtedness, all at such price and on such terms as my attorney-in-fact may determine; (b) to vote any such securities in my name, in person or by proxy; and (c) to receive dividends and other distributions on such securities.

(6) Other powers specifically designated:

Real Estate--To sell or otherwise dispose of any and all real and personal property which I may own at such times and upon such terms as my attorney-in-fact may determine.

IN FURTHERANCE OF THESE POWERS I give my attorney-in-fact power and authority to do for me and in my name those things which such attorney deems expedient to and necessary to effectuate the intent of this instrument, as fully as I could do personally for myself, **reserving unto myself, however, the power to act on my own behalf and also to revoke the powers given in this instrument.**

Any act or thing lawfully done by my attorney-in-fact under this instrument shall be binding on me and on my heirs, assigns and legal representatives.

C
5.50

WPC E-1143

Persons to whom this instrument may be delivered may rely on its being in effect and unrevoked unless I shall have executed a proper instrument of revocation and recorded it, or caused it to be recorded, in the Miscellaneous Records of Allen County, State of Indiana. This Power ~~(shall)~~ (shall not) be affected by my later incompetency. If not revoked as aforesaid, the powers given my attorney-in-fact shall automatically terminate on my death (DATE), and this instrument shall become null and void.

Signed this 14th day of October, 19 83; before the person named below, as witness, who has duly witnessed my signing of this instrument in two (2) counterparts, each of which shall be considered an original.

Counterpart No. 1

GRANTOR Jack H Root

313-22-4913
GRANTOR'S SOCIAL SECURITY NUMBER

GRANTOR'S ADDRESS
10033 Riverwood Dr.
Ft. Wayne, IN 46815

Jayne V. Wynn
WITNESS TO SIGNING BY GRANTOR

STATE OF INDIANA)
SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of October, 19 83, personally appeared the Grantor named above, and acknowledged the execution of the above instrument to be his/her voluntary act and deed, for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Janet Garner
NOTARY PUBLIC Janet Garner

My Commission Expires: May 13, 1987

Resident Of: Allen County

The attorney-in-fact represents and warrants that within his knowledge this power is unrevoked and is still in full force and effect upon each and every exercise of the powers herein granted.

X Phyllis Root Van Ryn
ATTORNEY-IN-FACT

This instrument prepared by Thomas M. Shoaff, Shoaff, Parker & Keegan Attorney at Law.
2400 Fort Wayne National Bank Bldg., Fort Wayne, Indiana 46802

COPYRIGHT THE ALLEN COUNTY INDIANA BAR ASSOCIATION, INC.
(REV. JUNE 1978)

RESOLUTION 73-200-22

10/12/83
H.I.

WHEREAS, RANDALL ELLIOTT has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

> North .6 feet of the East-West alley abutting
> the South 40 feet of Lot 215 in Rockhill Addition

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public alley has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public alley hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public alley hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public alley or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I Stephen A. Bailey, Chairman of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Works at their meeting held October 12, 1983 and as same appears of record in the official records of said Board of Public Works.

DATED THIS 12th DAY OF October 1983

FORT WAYNE BOARD OF PUBLIC WORKS

STEPHEN A. BAILEY, CHAIRMAN

BETTY COLLINS, MEMBER

Jack Wilson Sr.

JACK WILSON, SR., MEMBER

[illegible] 73-25[illegible] [illegible]

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH THAT: The CITY OF FORT WAYNE, a municipal corporation organized and existing under the laws of the State of Indiana, of Allen County in the State of Indiana, releases 63 and quit-claims to ETHEL BREWER of Allen County, State of Indiana, for and in consideration of the real estate and other valuable consideration, the receipt whereof is hereby acknowledged, the following described real estate in Allen County in the State of Indiana to wit:

Lot 10 L. M. Jones Subdivision of Out Lot 1
Commissioner Addition to Laselleville, Indiana.

The Grantor certifies that no Indiana Gross Income Tax is due and payable in respect to the transfer made by this Deed.

Dated this 11th day of January, 1984.

CITY OF FORT WAYNE, a municipal corporation

by ____________
Winfield C. Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

by ____________

by Betty R. Collins

by Jack Wilson, Sr.

Acknowledged and attested:

Sandra E Kennedy
Sandra Kennedy - City Clerk

STATE OF INDIANA
COUNTY OF ALLEN SS:

Before me, a Notary Public in and for Allen County, Indiana, this 11th day of January, 1984, personally appeared Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, who acknowledged the execution of the foregoing instrument for and on behalf of the CITY OF FORT WAYNE, and Sandra Kennedy, City Clerk of the City of Fort Wayne, who acknowledged the subscription and signature of Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, for theuses and purposes therein expressed.

Thelma A. Morris
Thelma A. Morris Notary Public

My commission expires:
8/2/87

Resident of Allen County

STATE OF INDIANA
COUNTY OF ALLEN SS:

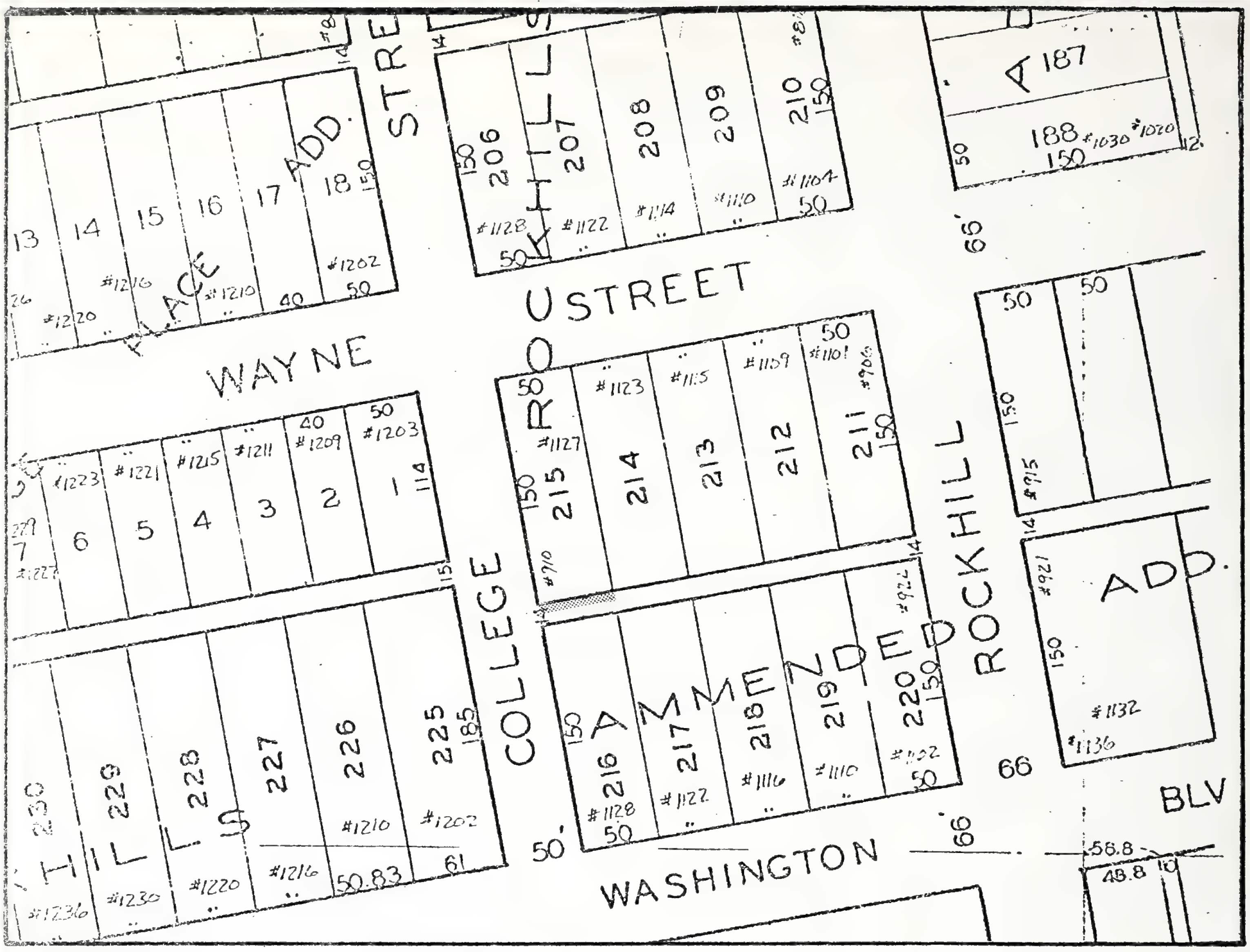
Before me, a Notary Public in and for Allen County, Indiana, this 11th day of January, 1984, personally appeared Stephen A. Bailey Betty R. Collins and Jack Wilsons, Sr. for and on behalf of the Board of Public Works, who acknowledged the execution of the foregoing instrument for and on behalf of the CITY OF FORT WAYNE, for the uses and purposes therein expressed.

Thelma A. Morris
Thelma A. Morris Notary Public

My commission expires:
8/2/87

Resident of Allen County

This instrument prepared by George Martin, Attorney at Law



WAYNE STREET
PLACE ADD.
STREET
COLLEGE
ROCKHILL
WASHINGTON
BLV
ROCKHILLS
AMMENDED
ADD.
13
14
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#1230
#1236
50.83
61
56.8
48.8
185
114

▨ A PETITION TO VACATE PORTION OF ALLEY.

N

MAP NO. K-6

6-83-06-08

BY LARRY WHITT 4-18-83

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH THAT: The CITY OF FORT WAYNE, a municipal corporation organized and existing under the laws of the State of Indiana, of Allen County in the State of Indiana, releases and quit-claims to ETHEL BREWER of Allen County, State of Indiana, for and in consideration of the real estate and other valuable consideration, the receipt whereof is hereby acknowledged, the following described real estate in Allen County in the State of Indiana, to wit:

Lot 10 L. M. Jones Subdivision of Out Lot 1
Commissioner Addition to Laselleville, Indiana.

The Grantor certifies that no Indiana Gross Income Tax is due and payable in respect to the transfer made by this Deed.

Dated this 11th day of January, 1984.

CITY OF FORT WAYNE, a municipal corporation

by
Winfield C. Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

by

by Betty R. Collins

by Jack Wilson, Sr.

Acknowledged and attested:

Sandra E Kennedy
Sandra Kennedy - City Clerk

STATE OF INDIANA
COUNTY OF ALLEN SS:

Before me, a Notary Public in and for Allen County, Indiana, this 11th day of January, 1984, personally appeared Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, who acknowledged the execution of the foregoing instrument for and on behalf of the CITY OF FORT WAYNE, and Sandra Kennedy, City Clerk of the City of Fort Wayne, who acknowledged the subscription and signature of Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, for theuses and purposes therein expressed.

Thelma A. Morris
Thelma A. Morris Notary Public

My commission expires:
8/2/87

Resident of Allen County

STATE OF INDIANA
COUNTY OF ALLEN SS:

Before me, a Notary Public in and for Allen County, Indiana, this 11th day of January, 1984, personally appeared Stephen A. Bailey Betty R. Collins and Jack Wilsons, Sr. for and on behalf of the Board of Public Works, who acknowledged the execution of the foregoing instrument for and on behalf of the CITY OF FORT WAYNE, for the uses and purposes therein expressed.

Thelma A. Morris
Thelma A. Morris Notary Public

My commission expires:
8/2/87

Resident of Allen County

This instrument prepared by George Martin, Attorney at Law

ALLEY VACATION: North 0.6 feet of the East-West alley abutting the South 40 feet of Lot 215 in Rockhill Addition.

ENGINEERING REMARKS:

1. Water Pollution Control Engineering

   There is a 15" combination sewer in the alley. In order to release any part of the alley right-of-way a hold harmless agreement should be executed in favor of the City in order to assure proper maintenance of said sewer. Said instrument should be provided by and at the expense of the applicant and subject to approval by Water Pollution Control and the City legal department.

2. Park Board

   Ok to vacate.

3. Water Engineering

   Ok to vacate.

4. Street Engineering

   Ok to vacate.

5. Traffic Engineering

   No objection at this time.

6. I&M

   No, we do not require an easement.

7. GT&E

   No, we do not require and easement.

8. Cox Cable of Fort Wayne

   No, we do not require an easement.

9. NIPSCO

   No, we do not require an easement.

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH THAT: The CITY OF FORT WAYNE, a municipal corporation organized and existing under the laws of the State of Indiana, of Allen County in the State of Indiana, releases and quit-claims to ETHEL BREWER of Allen County, State of Indiana, for and in consideration of the real estate and other valuable consideration, the receipt whereof is hereby acknowledged, the following described real estate in Allen County in the State of Indiana, to wit:

Lot 10 L. M. Jones Subdivision of Out Lot 1
Commissioner Addition to Laselleville, Indiana.

The Grantor certifies that no Indiana Gross Income Tax is due and payable in respect to the transfer made by this Deed.

Dated this 11th day of January, 1984.

CITY OF FORT WAYNE, a municipal corporation

by
Winfield C. Moses, Jr., Mayor

BOARD OF PUBLIC WORKS
by
by Betty R. Collins
by Jack Wilson, Sr.

Acknowledged and attested:
Sandra E Kennedy
Sandra Kennedy - City Clerk

STATE OF INDIANA
COUNTY OF ALLEN SS:

Before me, a Notary Public in and for Allen County, Indiana, this 11th day of January, 1984, personally appeared Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, who acknowledged the execution of the foregoing instrument for and on behalf of the CITY OF FORT WAYNE, and Sandra Kennedy, City Clerk of the City of Fort Wayne, who acknowledged the subscription and signature of Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, for theuses and purposes therein expressed.

Thelma A. Morris
Thelma A. Morris Notary Public

My commission expires:
8/2/87

Resident of Allen County

STATE OF INDIANA
COUNTY OF ALLEN SS:

Before me, a Notary Public in and for Allen County, Indiana, this 11th day of January, 1984, personally appeared Stephen A. Bailey Betty R. Collins and Jack Wilsons, Sr. for and on behalf of the Board of Public Works, who acknowledged the execution of the foregoing instrument for and on behalf of the CITY OF FORT WAYNE, for the uses and purposes therein expressed.

Thelma A. Morris
Thelma A. Morris Notary Public

My commission expires:
8/2/87

Resident of Allen County

This instrument prepared by George Martin, Attorney at Law

RELEASE

The undersigned, for and in consideration of the City of Fort Wayne, Indiana, ("the City") vacating the following described real estate in Fort Wayne, Allen County, Indiana, to-wit:

> North .6 feet of the East-West alley abutting the South 40 feet of Lot 215 in Rockhill Addition

and other valuable consideration, for themselves, and their successors and assigns, release the City from any and all liability for any damages arising from the installation of, the maintenance and operation of a sewer line or lines, in, across, or under the property owned by the undersigned, and described above.

It is the intent of this document to fully and completely release and discharge all claims known or unknown, past, present, or future which the undersigned and/or their successors in title may have on account of the aforesaid installation, maintenance and operation of said sewer line.

Rose Aimee Butler

Clark Butler & RA Butler

Clark Butler & Rose-Aimee Butler, Owners

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the above owners who, being first duly sworn upon their oath, acknowledge the execution of the foregoing Release as and for a voluntary act and deed, for the uses and purposes therein contained.

Witness my hand and notarial seal this 5TH day of OCT., 1983.

[illegible] A McCoy

Notary Public

My Commission Expires: 2-5-86

This instrument prepared by Bruce O. Boxberger, Corporation Counsel, City of Fort Wayne.

73-190-9
9/30/83 H.T.

Memorandum

To George Martin, Attorney at Law Date 9-30-83

From Stephen A. Bailey

Subject Quit-Claim Deed - Ethel Brewer

COPIES TO:

We are returning subject Deed and request that you have same recorded.

Please return a copy to this office for our files.

73-190-9
9/30/83 H.I.

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH THAT: The CITY OF FORT WAYNE, a municipal corporation organized and existing under the laws of the State of Indiana, of Allen County in the State of Indiana, releases and quit-claims to ETHEL BREWER of Allen County, State of Indiana, for and in consideration of the real estate and other valuable consideration, the receipt whereof is hereby acknowledged, the following described real estate in Allen County in the State of Indiana, to wit:

Lot 10 L. M. Jones Subdivision of Out Lot 1
Commissioner Addition to Laselleville, Indiana.

The Grantor certifies that no Indiana Gross Income Tax is due and payable in respect to the transfer made by this Deed.

Dated this 30th day of September 1983.

CITY OF FORT WAYNE, a municipal corporation

by
Winfield C. Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

by

by Jack Wilson, Sr.

by

Acknowledged and attested:

Sandra E. Kennedy
Sandra Kennedy-----City Clerk

STATE OF INDIANA
COUNTY OF ALLEN SS:

Before me, a Notary Public in and for Allen County, Indiana, this 30th day of September, 1983, personally appeared Winfield C. Moses, Jr., Mayor of the City of Fort Wa-ne, who acknowledged the execution of the foregoing instrument for and on behalf of the CITY OF FORT WAYNE, and Sandra Kennedy, City Clerk of the City of Fort Wayne, who acknowledged the subscription and signature of Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, for the uses and purposes therein expressed.

Thelma A. Morris
THELMA A. MORRIS Notary Public

My commission expires:
8/2/87

Resident of Allen County

* * * * * * * * * * *

STATE OF INDIANA
COUNTY OF ALLEN SS:

Before me, a Notary Public in and for Allen County, Indiana, this 30th day of September, 1983, personally appeared Stephen A. Bailey, and Jack Wilson, Sr. for and on behalf of the Board of Public Works, who acknowledged the execution of the foregoing instrument for and on behalf of the CITY OF FORT WAYNE, for the uses and purposes therein expressed.

Thelma A. Morris
Thelma A. Morris Notary Public
Resident of Allen County

My commission expires:
8-2-87

This instrument prepared by George Martin, Attorney at law

[illegible]
[illegible]

13-190-9
[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

3-12-84
L HI

Memorandum

To George Martin, Attorney at Law

Date 1-11-84

From Board of Works

Subject Quit-Claim Deed - Ethel Brewer

COPIES TO:

13-252-8

We are returning subject Quit-Claim Deed for recording.

Please return a copy to this office for our files.

First Federal
SAVINGS AND LOAN ASSOCIATION OF FORT WAYNE
HOME OFFICE: 719 COURT STREET • FORT WAYNE, INDIANA 46801
TELEPHONE (219) 423-2377

Call
Geo. Martin
attorney
for recorded
copy

426-1300

Copy for your files. Original has been sent to Ted Butz, Housing & Neighborhood Care, for them to do the recording.

H.I.

1/11/84
Called
Geo. Martin
426-1300
will pick up
for recording.
Copy to be
returned for
our file
13-252-8

RECEIVED
OCT 0 4 1983

MEMO to Mayor Winfield Moses and to Members of Board of Works

From George Martin

Dated: Jan. 10, 1984

RE: Conveyance to Ethel Brewer

The attached Quitclaim Deed is to convey an urban homestead property to an applicant who has satisfied all requirements of the Urban Homestead Program.

George Martin

Form 1929

** AMENDED **

Improvement Resolution

FOR STREET OR ALLEY

No. 5994 - 1983

73-1907
9/30/83

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by cold planing and resurfacing Wells Street from First Street to Hoffman Street.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid jointly from Community Development & Planning Funds and L.R.S. Funds.

NOTE --------- This amendment changes the source of funding.

Adopted, this 30th *day of* September 1983

BOARD OF PUBLIC WORKS:

Jack Nelson Sr.

Barry R. Collins

ATTEST: Helen V. Gochenour
Secretary & Clerk

Form 1929

** AMENDED **

Improvement Resolution

FOR STREET OR ALLEY

No. 5993 - 1983

73-1906
9/30/83

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by cold planing and resurfacing Pontiac Street from Lafayette Street to Anthony Boulevard.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning and from L.R.S. Funds.

NOTE ------ This amendment changes the source of funding.

Adopted, this 30th *day of* September 1983

ATTEST: Helen V. Gochenour
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Jack Wilson Jr.
Betty R. Collins

RESOLUTION 73-182-9

H.I.
9/16/83

WHEREAS, the PEOPLE'S TRUST BANK and INDIANA & MICHIGAN ELECTRIC COMPANY has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

> "the east-west alley which lies south of Wayne Street and north of Washington Boulevard from the east right-of-way line of Calhoun Street to the west right-of-way line of Clinton Street ("Alley")."

all in accordance with the terms of Section 44, of Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code, Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public alley has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public alley hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public alley hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public alley or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, Stephen A. Bailey, Chairman of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Public Works at their meeting held September 16, 1983 and as same appears of record in the official records of said Board of Public Works.

DATED THIS 16th DAY OF September 19 83

FORT WAYNE BOARD OF PUBLIC WORKS

Stephen Bailey, Chairman

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Betty R. Collins
Betty Collins, Member

NW

RECEIVED
SEP [illegible] 1983
Water Pollution Control Engr. Dept
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

73-181-7
9/16/83
H.I.

SUBJECT: Fort Wayne, Indiana - Board of Public Works - Abandonment of Berry Street Sewer (Drilling and Grouting on Railway's Right-of-Way)

August 17, 1983

SCE-1784

City of Fort Wayne
Board of Public Works
City-County Building
One Main Street
Fort Wayne, IN 46802

Attention: Mr. C. Duane Embury, P.E.
Chief Water Pollution Control Engineer

Gentlemen:

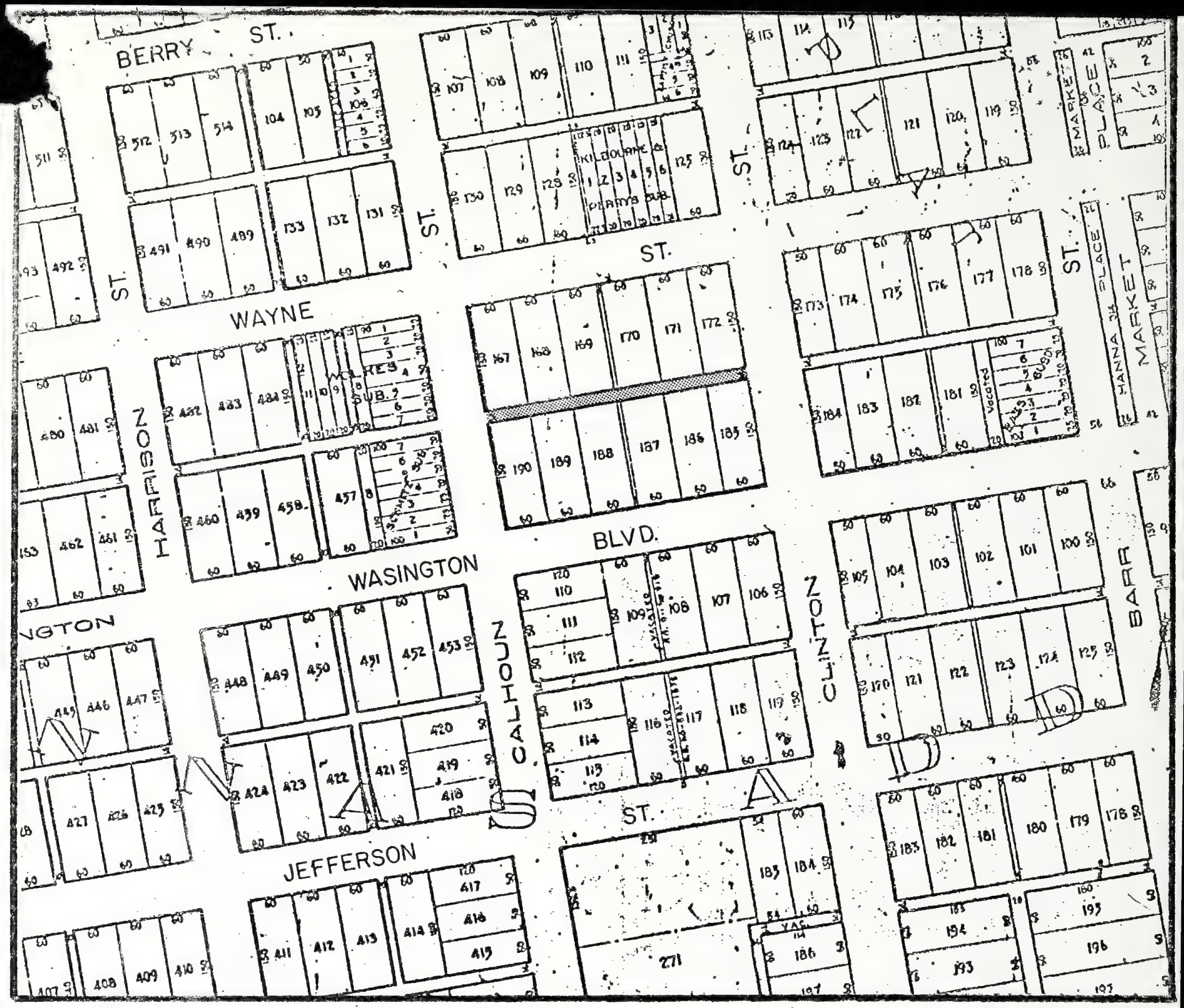
Reference is made to your letter of April 29, 1983, requesting permission to enter upon Norfolk and Western Railway Company's property at Fort Wayne, Indiana, at location indicated in red coloring on the attached print of the Railway's Plan E-259 dated May 12, 1983, for drilling holes into top of so-called Berry Street sewer, inserting a 6-inch diameter PVC casing pipe, and pumping grout to fill sewer line.

This is to advise that the Railway is willing, insofar as it has the right to do so, to permit City of Fort Wayne, Indiana, Board of Public Works (Board), its authorized agent and contractor(s), to enter upon the Railway's property at the aforesaid location and for the aforesaid purposes under the following terms and conditions:

1. The Board shall indemnify and shall require its contractor(s) to indemnify and save harmless Railway, its officers, agents and employees, from and against any and all losses and any and all claims, demands, payments, including attorneys' fees, suits, actions and judgments of every nature and description made, brought or recovered against Railway, its officers, agents or employees, by reason of, arising out of or in consequence of the exercise of the privilege herein granted.

   It is further agreed that the above indemnity provision shall also extend to any and all claims arising from any alleged or actual air, water, noise or solid waste pollution or other environmental complaints.

Norfolk and Western Railway Company
8 North Jefferson Street
Roanoke, Virginia 24042


BERRY ST.
WAYNE ST.
WASINGTON BLVD.
JEFFERSON ST.
HARRISON ST.
CALHOUN ST.
CLINTON ST.
BARR ST.
MARKET PLACE
HANNA ST.
MARKET ST.
KILBOURNE & PERRY'S SUB.
WILKES SUB.
Vacated

▨ PORTION OF ALLEY TO BE VACATED

MAP NO. M-6

BY WILLIAM H. NESBITT 8-15-82

N

G-82-11-12

2. The Board shall furnish or cause its contractor to furnish Railway evidence of Comprehensive General Liability Insurance in the amounts of $500,000/$1,000,000 for bodily injury and $500,000/$1,000,000 for property damage.

3. The Board shall reimburse Railway for any and all costs Railway may incur in connection with the adjustment of its facilities or with the furnishing of engineering, flagging, watchmen or inspection service as deemed necessary by Railway.

4. All work shall be performed with such care, diligence and cooperation with Railway personnel as to avoid accident, damage or harm to persons or property and delays to or interference with operations of Railway.

5. No drainage condition shall be created or allowed to exist that is or may be adverse to Railway.

6. All work shall be performed in such manner as is satisfactory to Railway and, after completion of the construction, Railway property shall be left free of debris and in such condition as is satisfactory to the Railway.

7. Railway's Superintendent at Fort Wayne, Indiana, shall be given notice not less than forty-eight (48) hours before the Board, its agent or contractor(s), enters upon Railway property.

8. A minimum clearance of fifteen feet (15') from the centerline of the nearest track shall be maintained at all times for any equipment, material or vehicles of the Board or its contractor(s) occupying Railway's premises unless specifically arranged for in advance in each instance with Railway's Superintendent at Fort Wayne, Indiana.

9. This permit or right of entry (a) shall not be assigned or transferred without written approval of the Railway and (b) may be terminated at will by the Railway or the Board and shall terminate automatically one (1) year from the date of this letter agreement, subject to renewal from month to month upon written request by the Board; provided, however, that termination shall not relieve the Board or its contractor(s) of any obligation or liability incurred prior to such termination.

As a part of the consideration hereof, the Board hereby agrees that each and all of its indemnity commitments in this agreement in favor of Railway also shall extend to and indemnify the parent, subsidiaries and affiliated companies of Railway and their officers, agents and employees.

If the foregoing is acceptable, please so indicate by arranging for signature on behalf of the Board and the return of one copy of this letter agreement.

Yours very truly,

NORFOLK AND WESTERN RAILWAY COMPANY

By G R Janosko
Chief Engineer

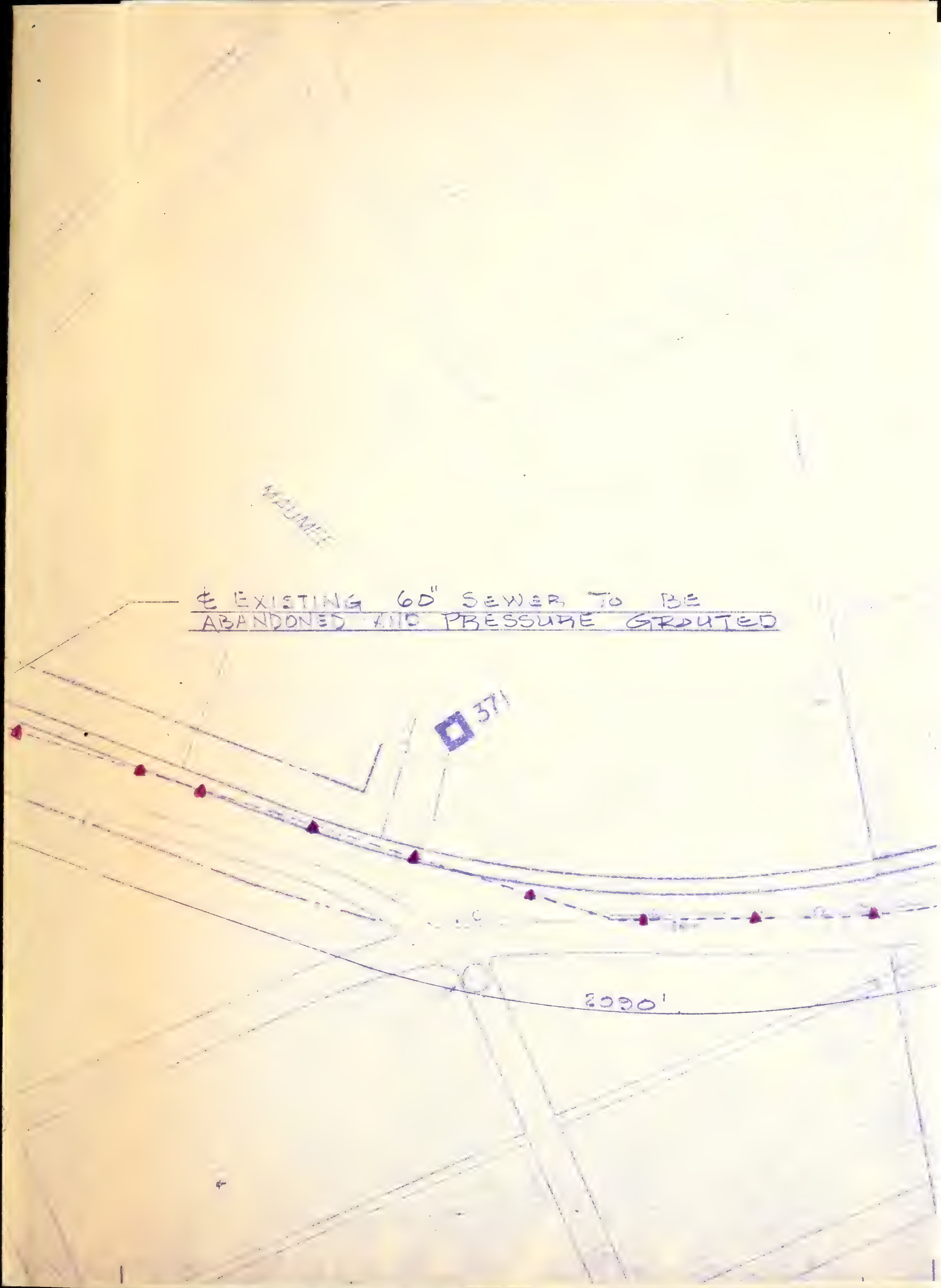
Accepted:

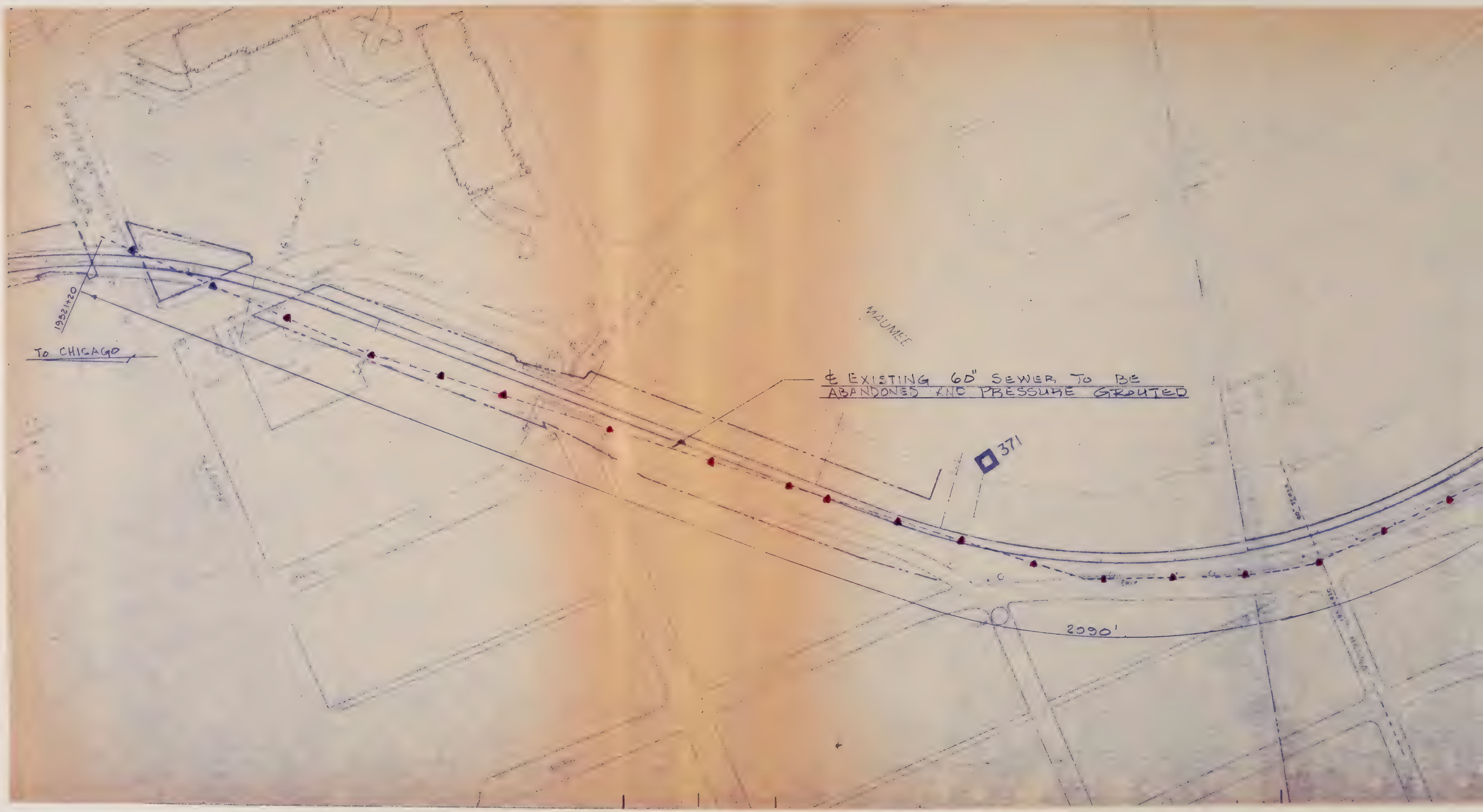
CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

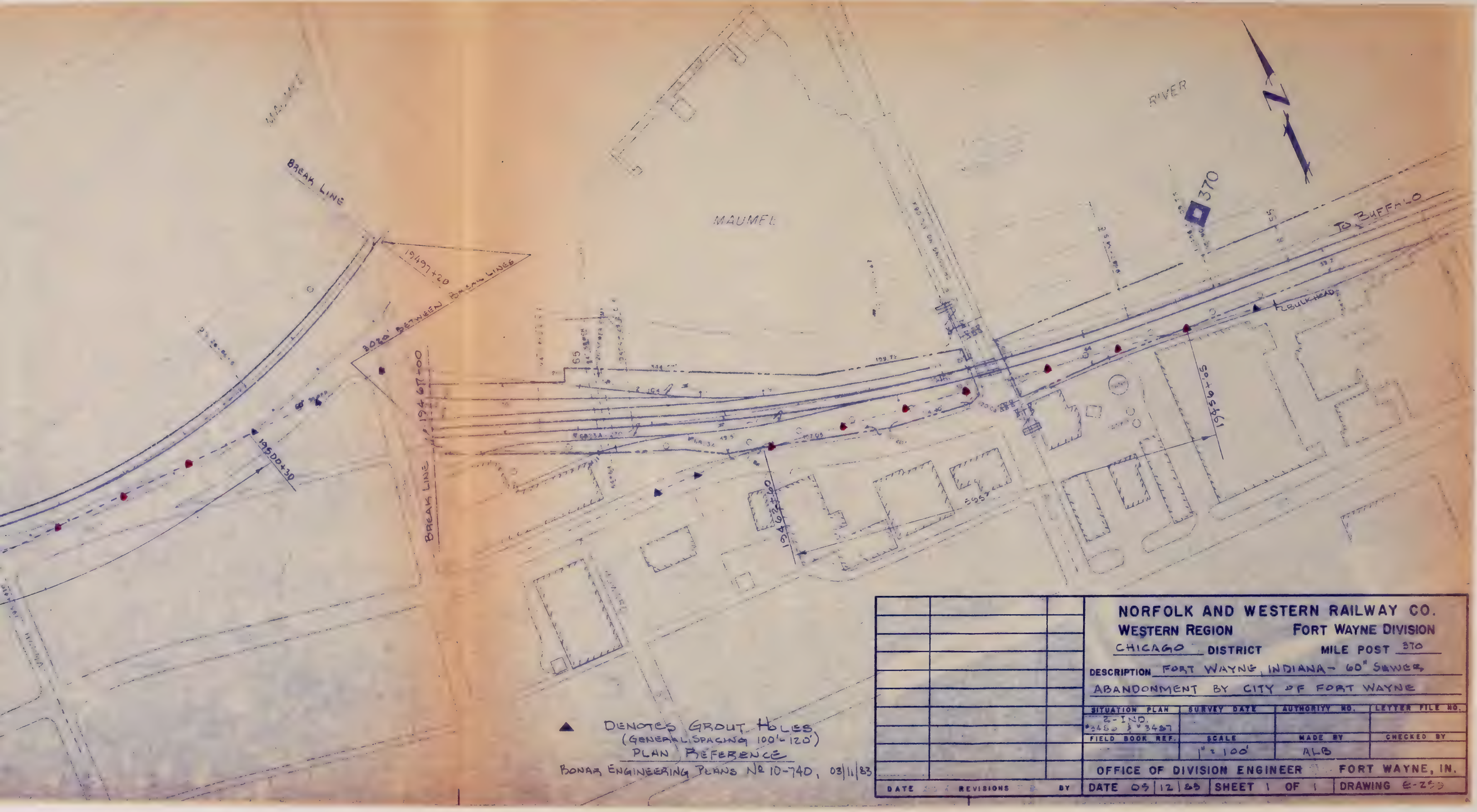
By
Title Chairman, Board of Public Works
Date September 16, 1983.

5/T10/ARR

R J Snouffer
ASSOCIATE CITY ATTORNEY


MAUMEE
℄ EXISTING 60" SEWER TO BE ABANDONED AND PRESSURE GROUTED
371
2090'


TO CHICAGO
1952+20
MAUMEE
℄ EXISTING 60" SEWER TO BE ABANDONED AND PRESSURE GROUTED
371
2090'


MAUMEE
BREAK LINE
19497+20
3030' BETWEEN BREAK LINES
19500+30
BREAK LINE
19467+00
19462+00
19456+05
MAUMEE
RIVER
N
370
TO BUFFALO
BULKHEAD
65

▲ DENOTES GROUT HOLES
(GENERAL SPACING 100'-120')

PLAN REFERENCE

BONAR ENGINEERING PLANS Nº 10-740, 03/11/83

NORFOLK AND WESTERN RAILWAY CO.
WESTERN REGION FORT WAYNE DIVISION
CHICAGO DISTRICT MILE POST 370
DESCRIPTION FORT WAYNE, INDIANA - 60" SEWER
ABANDONMENT BY CITY OF FORT WAYNE

SITUATION PLAN	SURVEY DATE	AUTHORITY NO.	LETTER FILE NO.
Z-IND. #3486 & #3487			
FIELD BOOK REF.	**SCALE**	**MADE BY**	**CHECKED BY**
	1" = 100'	ALB	

OFFICE OF DIVISION ENGINEER FORT WAYNE, IN.
DATE 03 | 12 | 83 SHEET 1 OF 1 DRAWING E-253

DATE	REVISIONS	BY

4 42

H.4

83-023541
73-181-5
9/16/83
H.I.

AGREEMENT

This agreement is entered into this 16th day of September 1983, by and between the City of Fort Wayne, Indiana, an Indiana municipal corporation, hereinafter referred to as "City"; and Indiana Bank and Trust Company of Fort Wayne, a state banking institution organized under the laws of Indiana, hereinafter referred to as "Bank"; and Steininger Real Estate Investors '77, an Indiana General Partnership, hereinafter referred to as "Owner".

WHEREAS, Bank holds a leasehold interest in, and Owner holds a fee simple title to, the real estate described in Exhibit "A", attached hereto and made a part hereof, and herein after referred to as the "real estate".

WHEREAS, the plat of Foxford's Addition to the City of Fort Wayne contains a dedicated 8-foot utility easement crossing the real estate, and there are three additional easements granted to the City of Fort Wayne which cross the real estate, recorded respectively as document numbers 77-027296, 77-027297, and 78-8201; and

WHEREAS, there are presently storm sewers running within said easements; and

WHEREAS, Bank and Owner desire the City to permit the construction of the proposed building over said storm sewer on the real estate, and the City has signified its willingness to permit the contruction of the proposed building as long as it does not in any manner impair the continuing use of said storm sewer by the City.

1983 OCT 11 PM 3:10
ALLEN COUNTY RECORDER

NOW THEREFORE, the parties hereto convenant and agree as follows:

1. City will forthwith, following signing hereof by the parties hereto, withdraw any objection to the encroachment of the proposed building over the said storm sewer on that part of the real estate marked on Exhibit "B" attached hereto and marked as "Area B", and consents to allow said encroachment to exist as proposed, and to allow quiet enjoyment of the proposed building as it relates to the easement and storm sewer hereinbefore

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DULY ENTERED FOR TAXATION
OCT 11 1983
AUDITOR OF ALLEN COUNTY

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described, subject, however, to the City's rights to repair or replace the present storm sewer lines as set forth hereafter.

2. If repair of the present storm sewer line below the proposed building as hereinbefore described is necessary, and if the repair can be reasonably expected to be completed without substantial damage or danger to the proposed building, to be determined in the sole discretion of the City, then the City may effectuate such repair at the Bank's expense, during the term of the Bank's leasehold interest in the real estate, otherwise at the expense of the Owner. If the City elects to repair, the City shall have the right to enter upon the real estate to complete the necessary repair. The City shall have the right to place a lien against the real estate to secure the payment of all expenses incurred in any such repair.

3. If replacement of the present storm sewer line below the proposed building as hereinbefore described is necessary because of substantial damage or danger to it, due to the location of the proposed building, then the Bank herewith agrees at Bank's expense, during the term of the Bank's leasehold interest in the real estate, otherwise at the expense of the Owner, to cause said storm sewer line to be relocated in an easement to be provided by Bank or Owner to City, with the said replacement storm sewer to be installed in accordance with the uniform specifications of the City of Fort Wayne, in effect at such time. The determination as to the decision to replace the storm sewer line is also in the sole discretion of the City. The location of any new easement shall be subject to the approval of the City, and in the event the City fails to approve any easement proposed by Owner or Bank, then the City shall have the right to condemn, through its rights and powers of condemnation, a new easement which will be the most practical and best relocation of the present storm sewer line upon any of the real estate of Owner of Bank (except that portion occupied by the present building or the proposed building) without payment of further expense to Owner or Bank for any such condemned

easement, and Owner or Bank waives their right to contest any such condemnation proceeding.

4. Bank and Owner, jointly and severally, agree, (at Bank's sole expense, during the term of the Bank's leasehold interest in the real estate, otherwise at the sole expense of the Owner) to indemnify and hold the City harmless from any claim whatsoever which may arise out of the location of the storm sewer below the proposed building, or from damage caused by Owner or Bank during the construction thereon of the proposed building, or from any repair or replacement of the storm sewer line during or after construction of the proposed building, including any repair which the City reasonably expected to be completed without substantial damage or danger to the proposed building, and the Owner and Bank further agree to pay any and all expenses incurred by the City in defending any of such claims, including reasonable attorney fees.

5. This Agreement shall be construed as a covenant running with the real estate, including the right of the City to a new easement to be provided by Bank and Owner in the event replacement is necessary, and shall be construed as a convenant running with the real estate and binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the year and date first above written.

CITY OF FORT WAYNE

BY
WINFIELD C. MOSES, JR.,
MAYOR

BOARD OF PUBLIC WORKS OF
THE CITY OF FORT WAYNE

BY
STEPHEN A. BAILEY,
CHAIRMAN

BY Betty L. Collins

INDIANA BANK AND TRUST
COMPANY OF FORT WAYNE,
"BANK"

BY Darrell L Blanton
DARRELL BLANTON, VICE-
PRESIDENT

STEININGER REAL ESTATE
INVESTORS '77, "OWNER"

BY
DONALD B. STEININGER,
GENERAL PARTNER

BY Jack Wilson Sr.

APPROVED AS TO FORM AND LEGALITY:

ASSOCIATE CITY ATTORNEY

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 16th day of September, 1983, personally appeared the within named City of Fort Wayne and Board of Public Works for the City of Fort Wayne by Winfield C. Moses, Jr., Mayor, and Stephen A. Bailey, Chairman of the Board of Public Works, and acknowledged the execution of the foregoing Agreement for and on behalf of said City and Board and by its authority. In witness whereof, I have hereunto subscribed my name and affixed my official seal. I reside in Allen County, Indiana.

My Commission Expires: 8/2/87

Thelma A. Morris
Thelma A. Morris Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of August, 1983, personally appeared Darrell Blanton, known to me to be the Vice President of Indiana Bank and Trust Company of Fort Wayne, and acknowledged the execution of the foregoing agreement for and on behalf of said Bank and by authority of its Board of Directors. In witness whereof, I have hereunto subscribed my name and affixed my official seal. I reside in Allen County, Indiana.

My Commission Expires: May 19, 1987

Brenda D. Bowman
Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 19th day of September, 1983, personally appeared Donald B. Steininger, General Partner of Steininger Real Estate Investors '77, and acknowledged the execution of the foregoing agreement for and on behalf of said Partnership and by their authority. In witness whereof, I have hereunto subscribed my name and affixed my official seal. I reside in Allen County, Indiana.

My Commission Expires: June 23, 1984

Notary Public
VINCENT J. HEINY

Prepared by Thomas M. Gallmeyer, ATTORNEY AT LAW

EXHIBIT A

Parts of Lots 3, 4, 5, 10 and 11, Foxford's Addition to the City of Fort Wayne and more particularly described as follows:

Commencing at the intersection of the West line of Lot 1, Foxford's Addition to the City of Fort Wayne and the South right-of-way line of the Illinois Road, said point being 40.0 feet South of the centerline of the Illinois Road; thence South 89 degrees 29 minutes East along the South right-of-way line of the Illinois Road a distance of 173.19 feet to the point of beginning.

Beginning at the above described point, thence continuing South 89 degrees 29 minutes East along the South right-of-way line of the Illinois Road a distance of 176.80 feet to an X chiseled in a concrete pad; thence South 18 degrees 32 minutes East a distance of 127.50 feet to an iron pin on the Northerly right-of-way line of U.S. 24 (as established by Project 98, Section E - 1934); thence South 60 degrees 28 minutes West along the Northerly right-of-way line of U.S. 24 a distance of 50.38 feet to an iron pin; thence South 50 degrees 42 minutes West along the Northerly right-of-way line of U.S. 24 a distance of 100.00 feet to an iron pin; thence South 52 degrees 06 minutes West along the Northerly right-of-way line of U.S. 24 a distance of 2.22 feet to an iron pin; thence North 37 degrees 54 minutes West a distance of 154.32 feet to an iron pin; thence North 0 degrees 18 minutes East a distance of 90.18 feet to the point of beginning. Parcel contains 0.730 acres, more or less and is subject to utility easements of record.

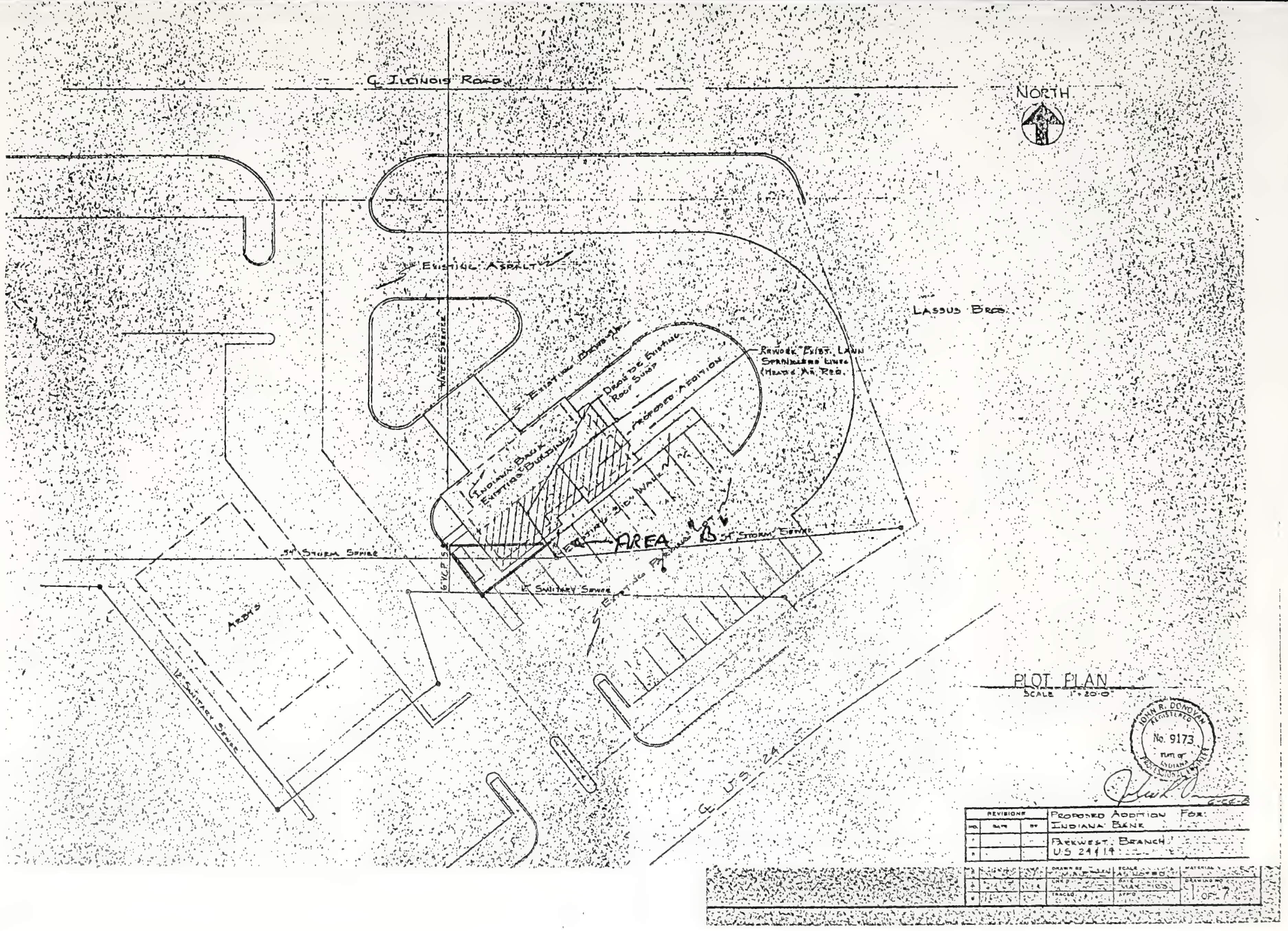
℄ ILLINOIS ROAD
NORTH
LASSUS BROS.
EXISTING ASPHALT
WATER SERVICE
EXISTING DRIVEWAY
DRAIN TO EXISTING ROOF SUMP
PROPOSED ADDITION
REWORK EXIST. LAWN SPRINKLERS LINES (HEADS AS REQ.
INDIANA BANK EXISTING BUILDING
EXISTING SIDEWALK
AREA B
EXISTING PARKING
STORM SEWER
SANITARY SEWER
6" V.C.P. S
54" STORM SEWER
ARBY'S
12" SANITARY SEWER
℄ U.S. 24
PLOT PLAN
SCALE 1" = 20'-0"
JOHN R. DONOVAN
No. 9173
REVISIONS
NO.
DATE
BY
PROPOSED ADDITION FOR:
INDIANA BANK
PARKWEST. BRANCH
U.S. 24 & 14
DRAWN BY
SCALE
AS NOTED
DATE
TRACED
APPD
MATERIAL
DRAWING NO.
1 OF 7

Exhibit "B"

V-40

83-024351

rcd. 10-11-83
73-181-4
9/16/83

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 16th day of September, 1953, by and between JOHN M. and LORRAINE BOJRAB, husband and wife and IMEN and FAY BOJRAB, husband and wife, hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY", WITNESSETH:

WHEREAS, the "OWNER" desires to construct a local sanitary sewer described as follows:

"Beginning at an existing bulkhead approximately 135 feet South of an existing Manhole at the Southeast corner of Rockcroft Court and Saxton Run; thence South 20 L. F. ± to a Manhole; thence Southeasterly 120 L. F. ± to a Manhole and terminating. Said Sanitary sewer to be 12" in diameter".
in accordance with plans, specifications and profiles heretofore submitted to and approved by "CITY" and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY" and known as "HILLSBORO ADDITION, SECTION I, EXTENSION OF SANITARY SEWER, LATERAL "D" and drawn by Joseph B. Stoody Jr., Registered Land Surveyor # S-0144 under Survey dated August 30, 1983, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the "OWNER" has an interest, but also an adjoining land areas and;

1983 OCT 20 PM 1:41
ALLEN COUNTY RECORDER
Virginia L. Young

WHEREAS, the cost of construction of said sewer is represented to be $3000.00.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

"OWNER" shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles, all approved by "CITY" under private contract to be let within 60 days after requisite "CITY" approval.
All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY". Upon acceptance by "CITY" said sewer shall become the property of "CITY" and "CITY" shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter by regularly established by "CITY", and all further maintenance thereafter shall be borne by "CITY"

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OCT 20 1983
Gloria J. Coughlin
AUDITOR OF ALLEN COUNTY
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SHEET 1 of 5

11 50 2

2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and to hold "CITY" harmless from any liability for claims connected therewith.

3. AREA OF "OWNERS":

Said sewer when accepted by the "CITY" will serve the following described real estate:

Part of the SW¼ of Section 15, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Commencing at the Northeast corner of the SW¼ of said Section 15, being marked by an iron rail post found; thence North 89 degrees 19 minutes 30 seconds West, along the North line of said SW¼ and also along the South line of Hillsboro Addition, Section 1, a distance of 340.39 feet to an iron pin set marking the point of beginning; thence South 00 deg. 10 min. 50 sec. East, parallel with the East line of said SW¼, a distance of 125.00 feet to an iron pin set; thence North 89 deg. 19 min. 30 sec. West, parallel with the North line of said SW¼, a distance of 185.61 feet to an iron pin set; thence North 00 deg. 10 min. 50 sec. West, parallel with the East line of said SW¼, a distance of 29.45 feet to an iron pin set; thence Northwesterly along the arc of a tangent curve to the left, having a radius of 175.00 feet, a chord distance of 40.16 feet and a chord bearing North 06 deg. 45 min. 27 sec. West, an arc distance of 40.25 feet to an iron pin set; thence North 13 deg. 21 min. 30 sec. West, 28.50 feet to an iron pin set; thence Northerly along the arc of a curve to the right, having a radius of 125.00 feet, a chord distance of 28.32 feet and a chord bearing North 06 deg. 51 min. 42 sec. West, an arc distance of 28.38 feet to an iron pin set on the North line of said SW¼ and also the South line of said Hillsboro Addition, Section 1; thence South 89 deg. 19 min. 30 sec. East, along said line, 200.00 feet to the point of beginning, containing 0.55 acres of land, more or less.

As "OWNER" will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate, except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGE

An area connection charge of $700.00 per acre must be paid to "CITY" at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the installation and/or oversizing cost expended by "CITY" for sewer line(s) known as St. Joe Interceptor Resolution # 61-140-11; reference Exhibit "A".

5. BOND

This contract is subject to "OWNER" and/or his contractor furnishing a satisfactory Maintenance and Guaranty Bond for 25% of the value of the sewer which shall guarantee said sewer against defects for a period of one year from the date of final acceptance of said sewer by "CITY".

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

"OWNER", for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce "CITY" to execute and ratify this contract, said "OWNER", for himself, his successors and assigns, agrees by this contract to vest in "CITY" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

"OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER", its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER", his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

"OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of CITY as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P. L. 309, 395).

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

SEAL

"OWNER"

John M. Bojrab
JOHN M. BOJRAB (HUSBAND)

Lorraine Bojrab
LORRAINE BOJRAB (WIFE)

Imen Bojrab
IMEN BOJRAB (HUSBAND)

Faye Bojrab
FAY BOJRAB (WIFE)

"CITY"
MAYOR

BY: ____________________
WIN MOSES JR.

BOARD OF PUBLIC WORKS

BY: ____________________
STEPHEN A. BAILEY, CHAIRMAN

Jack Wilson Sr.
JACK WILSON SR. MEMBER

Betty R. Collins
BETTY COLLINS MEMBER

ATTEST:

Helen V. Gochenour
HELEN V. GOCHENOUR, CLERK

APPROVED AS TO FORM AND LEGALITY

R J Snouffer
ASSOCIATE CITY ATTORNEY
ASSOCIATE CITY ATTORNEY

STATE OF INDIANA
SS
COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN M. BOJRAB, LORRAINE BOJRAB, IMEN BOJRAB FAYE BOJRAB, WIN MOSES, JR., STEPHEN A BAILEY, JACK WILSON SR & BETTY COLLINS ____________________, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his and/or her voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 12th day of September, 1983

My commission expires
March 28, 1987

Notary Public Berniece M Bojrab
Berniece M. Bojrab
Resident of Allen, County

Sheet 5 of 5

This instrument prepared by Joseph B. Stoody Jr. R. L. S.

AREA CONNECTION FEES
FOR
ST. JOE STUDY AREA

WE, JOHN M. & LORRAINE BOJRAB & IMEN & FAY BOJRAB

recognize the City of Fort Wayne is in the process of establishing sanitary sewer Area Connection Fees for the St. Joe Study Area. Therefore, in the interim, until the final dollar amount for the Area Connection Fees has been established, we JOHN M. & LORRAINE BOJRAB & IMEN & FAY BOJRAB;
(Property Owners)

agree to pay Seven Hundred ($700.00) Dollars per acre. It is understood that should the final area connection fee figure be less than Seven Hundred ($700.00) Dollars, then the City of Fort Wayne will reimburse to us the difference. It is further understood and agreed that should the final area connection fee be more than Seven Hundred ($700.00) Dollars, we, JOHN M. & LORRAINE BOJRAB AND IMEN AND FAY BOJRAB
(Property Owners)
agree to pay the difference.

John M Bojrab
JOHN M. BOJRAB

Lorraine Bojrab
LORRAINE BOJRAB

Imen Bojrab
IMEN BOJRAB

Fay Bojrab
FAY BOJRAB

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared THE ABOVE, who acknowledged the execution of the foregoing Area Connection Fee Agreement, as and for their voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and notarial seal the 14th day of September, 1983.

Bernice M Bojrab

My Commission Expires:
March 28, 1987

This instrument prepared by:
C. Duane Embury, P.E., Chief
Water Pollution Control Engineer
City of Fort Wayne

73-180-27
9/14/83 H.I.
②

Memorandum

To Board of Public Works
Date 14 September 1983

From C. Duane Embury, P.E., Chief Water Pollution Control Engineer

Subject "Revised Area Connection Fees" St. Joe Study Area B.O. 15-80

COPIES TO:

Merrill
New Water/Sewer
Permit
Boller
File
Chrono

Now that the sanitary sewer for subject area has been installed, there are developers who wish to make extensions. Considering the fact the revised area connection Resolution will not be completed for approximately 30-60 days, it is this Department's recommendation that the Board of Public Works set a Seven Hundred ($700.00) Acre fee to be utilized for any developer making a connection. Once the final accurate figure of area connection fee is established, and it is less than $700.00, it is this Department's recommendation that the developer be reimbursed the difference. Further, it is recommended that if the fee is in excess, the City of Fort Wayne Utilities be reimbursed the difference by approving the use of the attached document. If you concur, please execute below.

C Duane Embury
C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

CDE/ns

Attachment: Area Connection Fee

****

APPROVED this 14th day of September, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Jack Wilson Sr.
Jack Wilson, Sr., Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

73-175-6
9/9/83 HI.

ST. JOE CENTER ROAD - ST. JOE ROAD
SANITARY SEWER RECONSTRUCTION and REPAIR
Resolution 393-83

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the reconstruction and repair of sanitary sewer on St. Joe Center Road - St. Joe Road, 1100± LF West of the intersection, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed, be and the same is hereby ordered:

For the reconstruction and repair of a sanitary sewer located approximately 1100± LF West of the intersection of St. Joe Center Road and St. Joe Road.

Said Sewer shall be 14" and 15" in diameter.

Said Public Improvement project shall be with all appurtenances constructed in accordance with the plans, profiles, special details, special provisions and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the Plans, Profiles, Special Details, Special Provisions and Specifications now on file in the Office of the Board of Public Works of said City.

IT IS HEREBY FOUND by the Board of Public Works that the cost of said improvement shall be paid by the City of Fort Wayne, Indiana, out of monies from the Sewer Utility Fund of City Utilities.

ADOPTED this 9th day of September, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr.

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

AREA CONNECTION FEES
FOR
ST. JOE STUDY AREA

WE, ____

recognize the City of Fort Wayne is in the process of establishing sanitary sewer Area Connection Fees for the St. Joe Study Area. Therefore, in the interim, until the final dollar amount for the Area Connection Fees has been established, we ____,
(Property Owners)

agree to pay Seven Hundred ($700.00) Dollars per acre. It is understood that should the final area connection fee figure be less than Seven Hundred ($700.00) Dollars, then the City of Fort Wayne will reimburse to us the difference. It is further understood and agreed that should the final area connection fee be more than Seven Hundred ($700.00) Dollars, we, ______________________________
(Property Owners)
agree to pay the difference.

____

____

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared ____, who acknowledged the execution of the foregoing Area Connection Fee Agreement, as and for their voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and notarial seal the ____day of ________________, 1983.

____

My Commission Expires:

____

This instrument prepared by:
C. Duane Embury, P.E., Chief
Water Pollution Control Engineer
City of Fort Wayne

73-175-6
9/9/83 H.I.

Memorandum

To Board of Public Works Date 8 September 1983

From C. Duane Embury, P.E., Chief Water Pollution Control Engineer

Subject "St. Joe Center and St. Joe Road Sanitary Sewer Repair and Reconstruct"
B.O. 139-83 Res 393-83.

COPIES TO:

File
Chrono

This is in reference to St. Joe Center Road Emergency Resolution 73-162-1. The chain of events is as follows:

1. On 25 August 1983 an emergency was declared at subject location, whereby sanitary sewage was flowing into the creek adjacent to St. Joe Center Road.
2. An Emergency Resolution (73-161-1) was prepared to correct the situation.
3. During the course of making the repair, it was revealed that the sanitary sewer manhole on the south side of the creek was undermined approximately 40-50%, whereby this Department requested and received an emergency resolution (73-162-1) to reconstruct and repair the area.
4. Invitational bids were sent out on 26 August 1983 to return to the Board of Public Works on Tuesday, 30 August 1983 at 9:00 a.m.
5. When the bids were opened on that date, the apparent low bidder was John Dehner, Inc., in the amount of $18,800.00.
6. Personnel of this Department met with John Dehner representatives to discuss construction procedures and it was determined that another method to reconstruct the area would be more cost-effective to City Utilities. To that end, the undersigned requested John Dehner, Inc., to submit in writing the method suggested , which would reduce the original bid amount by approximately $5,205.00.
6. In order to keep the proper tracking record, the undersigned instituted a change order adjusting the contract. In doing so, the undersigned was informed by the Director of Purchasing that we were altering the project in excess of 10%, thereby putting us in a "cloudy" area of conforming to State law.
7. To that end, the Director of Purchasing recommended that additional quotes be received. Considering the circumstances of the bidding procedures, and further, that the first emergency repair that prevented the sewage from entering the creek is holding, I now recommend to the Board of Public Works, that:

   162 OK CDE
   (a) Emergency Resolution 73-~~162~~-1 be rescinded
   (b) The Board of Public Works issue a board order to this Department to prepare plans and specifications by Resolution;
   (c) And, set a bid date

If you have questions on the above, please contact me directly and I will be available for comment.

C Duane Embury
C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

CDE/ns

BOARD OF PUBLIC WORKS
SEP 09 1983

Improvement Resolution

No. 5996- 1983

73-17~~4~~-5
9/10/83

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve various sites within the vicinity of the Central Business District by planting trees in sites designated by the Community Development and Planning Department, Urban Design Staff.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid in full by the Department of Community Development and Planning.

Adopted, this 9th day of September, 1983

BOARD OF PUBLIC WORKS:

Jack Watson Sr

ATTEST: Helen V. Gochenour
Secretary & Clerk

Improvement Resolution

No. **5995** - 1983

73-174-4
9/10/83

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve various sites within the Wells Street Commercial Revitalization project by planting trees, installing screening fences, and other related work.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement except as follows: The cost of said improvement shall be paid in full by the Department of Community Development and Planning for all improvement locations where owners have granted permission to the City to allow the work to be done, EXCEPT that owners of commercial properties as defined by Community Development and Planning shall agree to pay 50% of the cost of the improvements into an escrow account operated by Community Development and Planning. Improvements shall not be installed on any property where the owner has not agreed in writing to these terms.

Adopted, this 9th day of September, 1983

ATTEST: Helen O. Gocherour
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Jack Wilson Jr.

73-173-83
9/7/83
H.I.

STORM SEWER IMPROVEMENT RESOLUTION

NO. 890-1983

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a storm sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered:

> To be installed in the area described as follows: Bounded on the North by the North line of the Southwest Quarter (¼) Section 26, Township 30 North, Range 12 East; bounded on the East by the West right-of-way line of Wells Street; bounded on the South by Spy Run Creek; and bounded on the West by a line 135' West of an parallel to the West right of-way line of Sherman Boulevard. Said line to be extended from Spy Run Creek North to its intersection with said North line of the Southwest Quarter (¼) Section 26, Township 30 North, Range 12 East.
>
> STORM SEWER LINE
>
> Beginning at an existing 8" field tile located on the north side of Franke Park Drive 300± LF West of the intersection of Franke Park Drive and Wells Street; thence, South 470± LF on a line 5± LF West of the East property line of Lots #9 and #10 of Wallywood, Section A, addition to the City of Fort Wayne, to a sanitary sewer manhole located 10± LF North of the south right-of-way line of Wallywood Avenue; thence West 230± LF on a line 10± LF north of and parallel to the south right-of-way line of Wallywood Avenue to a sanitary sewer manhole; thence south 200± LF on a line 10± West of the East line of the West 110 feet of Lot #14 of Romy's Outlots Addition to the City of Fort Wayne to the south line of said Lot #14;thence continuing southerly 290± LF on a line 80±LF West of the sewer line of Lot #61 of Archer Heir's Addition to the City of Fort Wayne to an outfall structure on Spy Run Creek.

Said sewer shall be 12", 18" and 24" in diameter, with all its appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the office of the Board of Public Works of the City of Fort Wayne and shall be used for storm water purposes only.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the resolution aforementioned and the plans, profiles and specifications now on file in the office of the Board of Public Works of said City.

The total cost of said sewer shall be paid by City and the holders of property beneficially affected thereby in proportion to the benefits received.

Form 1929

Improvement Resolution

73-169-5
9/2/83
H.T.

No. 5992 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Lafayette Street from Pontiac Street north to Murray Street by planting street trees in the appointed locations as a part of the Lafayette Corridor Improvement project.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the Department of Community Development and Planning, City of Fort Wayne.

Adopted, this 2nd *day of* September, 1983

ATTEST: Helen V. Gochenour
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Jack Wilson Sr.

The City shall commit Fifty (50%) percent, up to a maximum of Twelve Thousand ($12,000.00) Dollars of the improvement. The remaining cost of said storm improvement shall be assessed against property owners whose land is benefited by said storm sewer or whose property contributes to the drainage area said storm sewer will service. It is expressly intended and provided that City's contribution will finance areas that said improvement may accept storm water from those collateral drains already constructed or which hereafter may be constructed.

Assessments, if deferred, are to be paid in ten equal annual installments with interest at the going rate at the time of said adoption of said Storm Sewer Improvement Resolution, and a bond or bonds shall be issued to the contractor in payment of said work, unless the property owner shall pay said assessments before said bond or bonds are issued.

Under no circumstances shall the City of Fort Wayne, be or be held responsible for any sum or sums of money due from said property owner or owners for said work or for the collection of the same or the payment of any bond or bonds, certificate or certificates issued to the contractor in the payment of such work, except for such monies as shall have been actually received by the City for the assessments of such improvement.

All proceedings had, and work done in the construction of said Storm Sewer with all its appurtenances, manner of assessment of property and issuance of bonds therefore shall be provided for in an Act of the General Assembly of the State of Indiana, and in accordance with and pursuant to the provisions of all acts and amendatory thereto and supplemental thereof passed by the General Assembly of the State of Indiana.

ADOPTED this 7th day of September 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

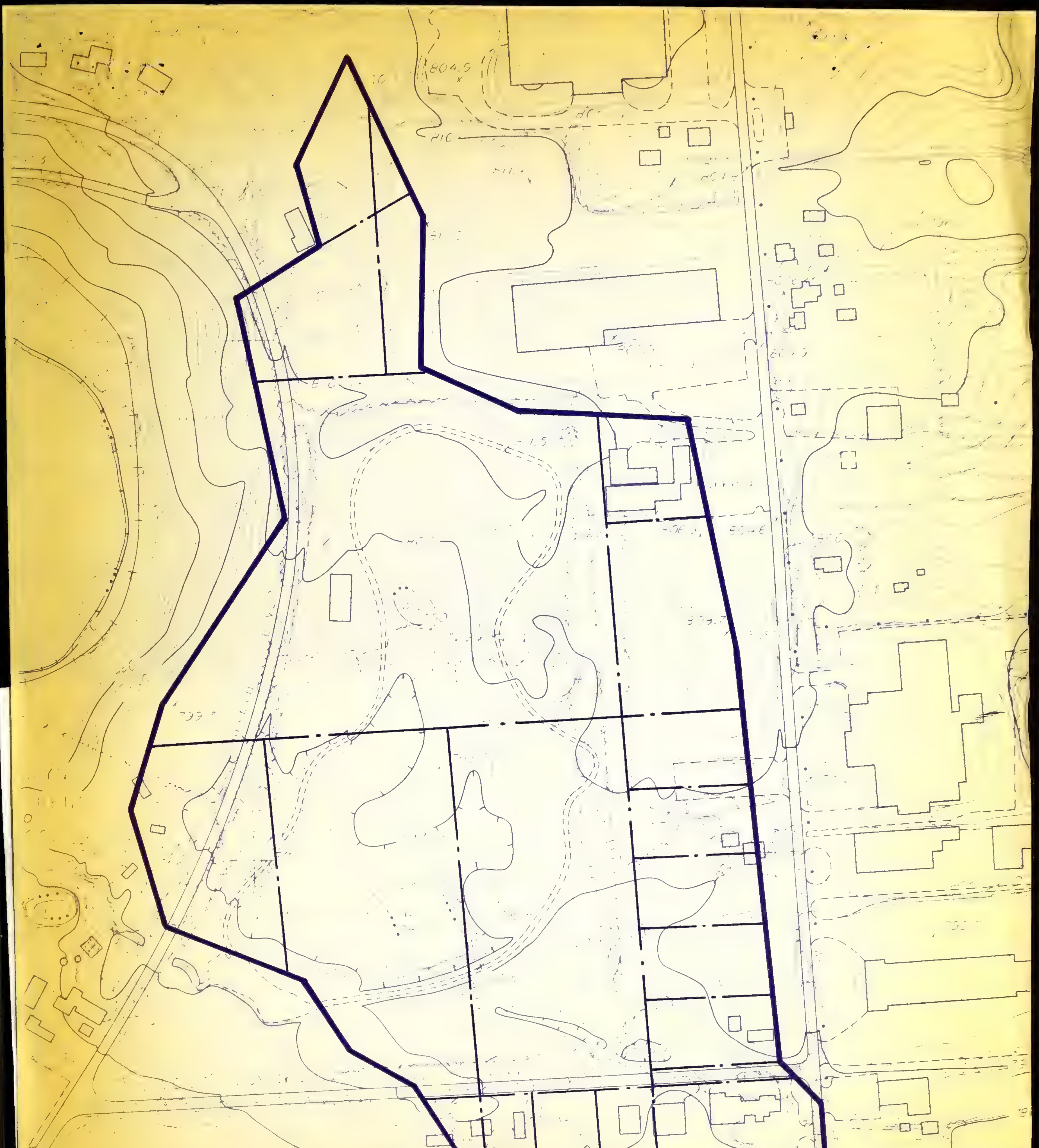
Betty R. Collins, Member

Jack Wilson Sr

Jack Wilson, Sr., Member

ATTEST:

Helen V. Gochenour, Clerk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The City shall commit Fifty (50%) percent, up to a maximum of Twelve Thousand ($12,000.00) Dollars of the improvement. The remaining cost of said storm improvement shall be assessed against property owners whose land is benefited by said storm sewer or whose property contributes to the drainage area said storm sewer will service. It is expressly intended and provided that City's contribution will finance areas that said improvement may accept storm water from those collateral drains already constructed or which hereafter may be constructed.

Assessments, if deferred, are to be paid in ten equal annual installments with interest at the going rate at the time of said adoption of said Storm Sewer Improvement Resolution, and a bond or bonds shall be issued to the contractor in payment of said work, unless the property owner shall pay said assessments before said bond or bonds are issued.

Under no circumstances shall the City of Fort Wayne, be or be held responsible for any sum or sums of money due from said property owner or owners for said work or for the collection of the same or the payment of any bond or bonds, certificate or certificates issued to the contractor in the payment of such work, except for such monies as shall have been actually received by the City for the assessments of such improvement.

All proceedings had, and work done in the construction of said Storm Sewer with all its appurtenances, manner of assessment of property and issuance of bonds therefore shall be provided for in an Act of the General Assembly of the State of Indiana, and in accordance with and pursuant to the provisions of all acts and amendatory thereto and supplemental thereof passed by the General Assembly of the State of Indiana.

ADOPTED this 7th day of September 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Jack Wilson Sr.
Jack Wilson, Sr., Member

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

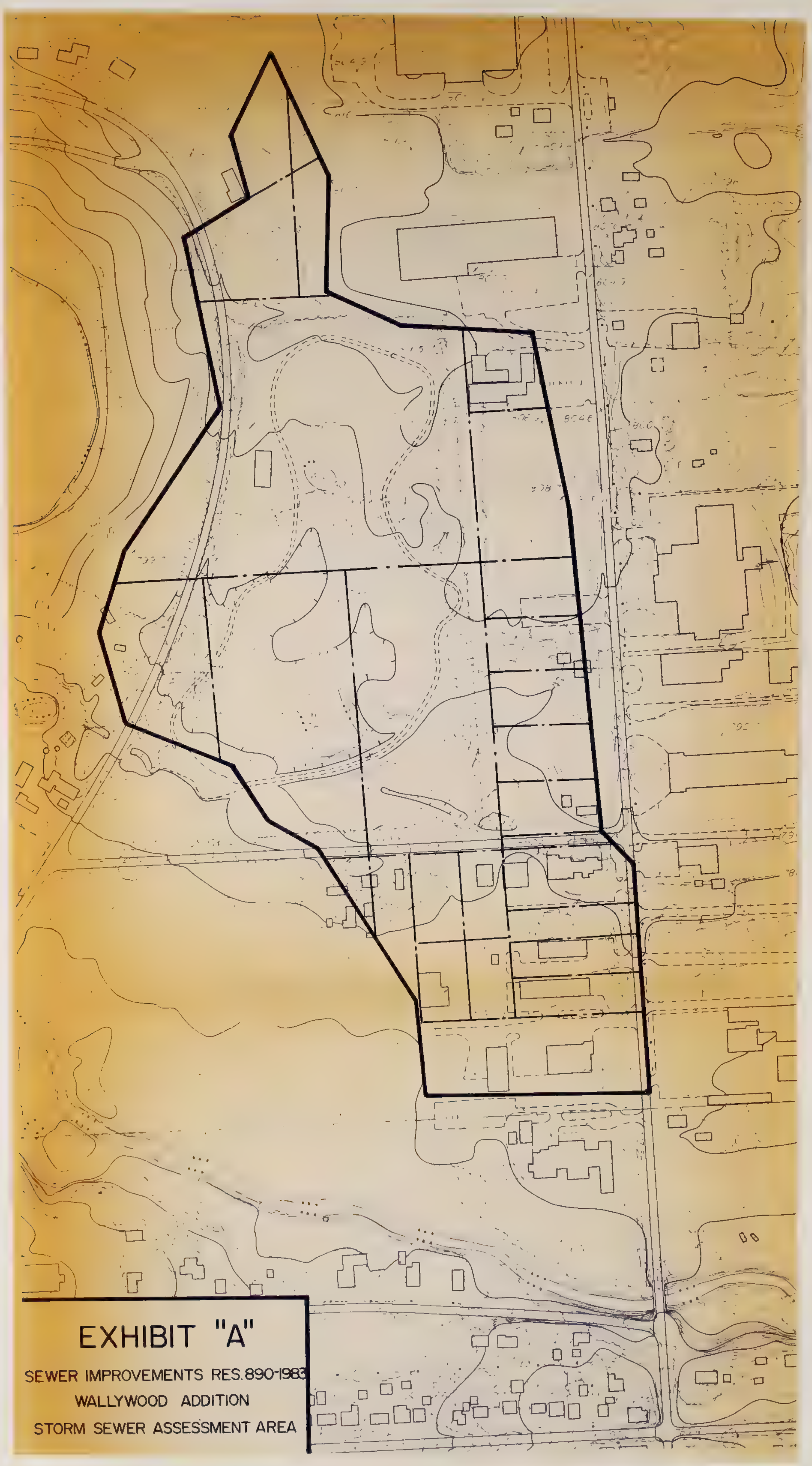


EXHIBIT "A"

SEWER IMPROVEMENTS RES. 890-1983
WALLYWOOD ADDITION
STORM SEWER ASSESSMENT AREA

Form 1029

Improvement Resolution

FOR STREET OR ALLEY

No. 5994 - 83

73-169-3
9/2/83

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by cold planing and resurfacing Wells Street from First Street to Hoffman Street.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

BOARD OF PUBLIC WORKS
RECEIVED
SEP 02 1983

Adopted, this 2nd day of September, 1983

BOARD OF PUBLIC WORKS:

Jack Wilson, Jr.

ATTEST: Helen V. Gochenour
Secretary & Clerk

Improvement Resolution

FOR STREET OR ALLEY

No. 5993 - 83

73-169-2
9/2/83
H.I.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by cold planing and resurfacing Pontiac Street from Lafayette Street to Anthony Boulevard.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

BOARD OF PUBLIC WORKS
RECEIVED
SEP 02 1983

Adopted, this 2nd *day of* September, 1983

ATTEST: Helen V. Gochenour
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Jack Wilson Sr.

H.I.

EMERGENCY RESOLUTION NO. 73-169-1

WHEREAS, there are no spare cable pairs from the City-County Building to Fire Station 13; and

WHEREAS, this cable provides for connection to Fire Station 13's emergency phone backup, radio transmission lines for Police, Fire, and E.M.S. and connection to traffic signals from the City-County Building north to Fire Station 13 and the traffic signals on Coliseum Blvd.; and

WHEREAS, the east end cable for Traffic Engineering, Communications and Telecommunications lost ten cable pairs over a two week period the North End Cable Pull was delayed so that emergency replacement could be made to the East End Cable; and

WHEREAS, the North End Cable Pull must be completed before winter sets in and after cable arrives will require five to six weeks to install;

NOW THEREFORE, the BOARD OF PUBLIC WORKS hereby declares an emergency does exist and requests the Purchasing Department to receive quotes for the cost of materials necessary for our crews to lay this North End Cable Pull project.

Adopted this date: September 1, 1983

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Stephan A. Bailey, Chairman

Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr., Member

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

73-168-36
8/31/83
H.I.

AGREEMENT

This AGREEMENT, entered into by and between the State of Indiana, through the Department of Natural Resources (hereinafter referred to as the "State") and the City of Fort Wayne (hereinafter referred to as the "Contributor")

WITNESSETH:

WHEREAS, the State has a cooperative agreement with the Geological Survey, United States Department of Interior (hereinafter referred to as the "U.S.G.S.") for the operation and maintenance of stream gaging stations within the State of Indiana; and

WHEREAS, the Contributor and the U.S.G.S. desire and propose to construct, operate and maintain gaging stations on (1) the St. Joseph River near Fort Wayne about 3/4 mile downstream from Ely Bridge on Mayhew Road, and (2) Spy Run Creek at Fort Wayne in Franke Park at Sherman Street.

NOW, THEREFORE, and in consideration of the facts hereinbefore stated and the mutual covenants and agreements hereinafter set forth, the Contributor agrees to contribute (1) the sums of $9,800 for construction of the stream gaging station on the St. Joseph River near Fort Wayne and $5,000 for the costs of operation and maintenance for the period October 1, 1983 to September 30, 1984, and (2) the sums of $7,700 for construction of a stream gaging station on Spy Run Creek at Fort Wayne and $5,200 for the costs of operation and maintenance for the period October 1, 1983 to September 30, 1984.

If adequate federal funds are made available to the U.S.G.S. for the fiscal year ending September 30, 1984, then the U.S.G.S. will assume one-half of the costs listed above.

BOARD OF PUBLIC
OCT 03 1983

The yearly operation and maintenance costs of the two stream gaging stations shall be on a fiscal year basis from October 1 to September 30, and payment shall be made not later than February 28 of the fiscal year. The U.S.G.S. will advise the State annually on the costs of operation and maintenance of the stream gaging stations and the State will submit an invoice to the Contributor.

For and in consideration of the promises of the Contributor set out above, the State promises and agrees to extend its cooperative agreement with the U.S.G.S. to and including the construction, operation and maintenance of stream gaging stations on (1) the St. Joseph River near Fort Wayne, and (2) Spy Run Creek at Fort Wayne.

The results of the compilation of the stages and flows at the stream gaging stations will be made available to the Contributor through the U.S.G.S. The Contributor shall also have access to the stream gaging station recorders to collect data.

It is further agreed by and between the parties that the contributions hereinabove set out shall be used by the State in cooperation with the U.S.G.S. for the construction, operation and maintenance of stream gaging stations on (1) the St. Joseph River near Fort Wayne, and (2) the Spy Run Creek at Fort Wayne.

It is further understood and agreed that payment and acceptance by the parties hereto of the annual sum for operation and maintenance of the stream gaging stations included in this agreement, shall have the effect of continuing this agreement in full effect and force.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this 23rd day of September, 1983.

City of Fort Wayne
Board of Public Works

by ______________ 8/31/8

by Jack Wilson, Jr. 8/31/83

by ______________

State of Indiana
Department of Natural Resources

by William J. Andrews

Geological Survey
U.S. Department of Interior

by ______________

BOARD OF PUBLIC WORKS CONTRACT FOR SPECIAL ATTORNEY SERVICES

73-167-28
8/31/83 HI

THIS AGREEMENT, made and entered into between CITY UTILITIES of the City of Fort Wayne, Indiana and ROBERT L. THOMPSON, JR., attorney, witnesseth:

WHEREAS, The Public Service Commission of Indiana is presently considering a Joint Petition of Indiana & Michigan Electric Company and the City of Fort Wayne, Indiana for approval of an experimental insulation financing program, in Cause No. 37233 before the Commission, and

WHEREAS, City Utilities, the City and the citizens of the City will be substantially and beneficially affected by the availability of low cost funds for home insulation and the resulting conservation of energy, and

WHEREAS, City Utilities has determined that it is in its best interests to actively support said Joint Petition; and to employ counsel with regulatory experience to represent it at the various stages of the proceedings in said Cause No. 37233, and

WHEREAS, pursuant to IC 18-1-21-4, the Board of Public Works of the City of Fort Wayne, Indiana has authority to enter into contracts for services for the use and benefit of City Utilities,

NOW THEREFORE, IT IS HEREBY AGREED THAT:

1. City Utilities, by the Board of Public Works of the City of Fort Wayne, Indiana employs Robert L. Thompson, Jr., attorney, as its special counsel to represent it before the Commission in Cause No. 37233, in the name of the City of Fort Wayne, Indiana.

2. Robert L. Thompson, Jr. agrees to serve as such special counsel, as set forth above, and to do such factual investigation, legal research, communication and participation in such cause as shall be necessary, and shall take such other legal action therein as shall be necessary, all at the direction of City Utilities.

3. City Utilities shall reimburse said special counsel, in the

73-167-27
8/31/93
N.I.

BOARD OF PUBLIC WORKS CONTRACT FOR SPECIAL ATTORNEY SERVICES

THIS AGREEMENT, made and entered into between CITY UTILITIES of the City of Fort Wayne, Indiana and ROBERT L. THOMPSON, JR., attorney, witnesseth:

WHEREAS, the Public Service Commission of Indiana has convened a Subdocket under its Cause No. 37200-S2, for the purpose, inter alia, of considering the approval of end user access charges for all telephone companies providing local exchange telephone service within Indiana, including General Telephone Company of Indiana, Inc., and

WHEREAS, City Utilities, the City and the citizens and businesses of the City are served by General, and will be substantially affected by issues determined in said Subdocket, and

WHEREAS, City Utilities has determined that it is in its best interests to intervene and participate actively in the proceedings in said Subdocket, so as to maintain its telephone service rates at the lowest equitable level; and to employ counsel with regulatory experience to represent it at the various stages of the proceedings in said Subdocket, and

WHEREAS, pursuant to IC 18-1-21-4, the Board of Public Works of the City of Fort Wayne, Indiana has authority to enter into contracts for services for the use and benefit of City Utilities,

NOW THEREFORE, IT IS HEREBY AGREED THAT:

1. City Utilities, by the Board of Public Works of the City of Fort Wayne, Indiana employs Robert L. Thompson, Jr., attorney, as its special counsel to represent it before the Commission in Cause No. 3700-S2, in the name of the City of Fort Wayne, Indiana.

2. Robert L. Thompson, Jr. agrees to serve as such special counsel, as set forth above, and to do such factual investigation, legal research, communication and participation in said Subdocket as shall be necessary, and shall take such other legal action therein as shall be

performance of said services, for his out-of-pocket expenses incurred, including long-distance telephone charges, travel, overnight lodging, and out-of-town meal expenses, and shall pay to said special counsel, for his services, compensation at the rate of $50.00 per hour for work performed in his office, and at the rate of $65.00 per hour for work performed out of his office.

4. The maximum reimbursement of expenses and compensation payable under this contract shall be the sum of Five Thousand Dollars ($5,000.00).

Dated this 31st day of August, 1983.

CITY UTILITIES OF THE CITY OF
FORT WAYNE, INDIANA

By
By
By Jack Wilson Sr
Members of the Board of Public Works

WINFIELD C. MOSES, JR., MAYOR

Robert L. Thompson, Jr.

necessary, all at the direction of City Utilities.

3. City Utilities shall reimburse said special counsel, in the performance of said services, for his out-of-pocket expenses incurred, including long-distance telephone, travel, overnight lodging, and out-of-town meal expenses, and shall pay to said special counsel, for his services, compensation at the rate of $50.00 per hour for work performed in his office, and at the rate of $65.00 per hour for work performed out of his office.

4. The maximum reimbursement of expenses and compensation payable under this contract shall be the sum of Seven Thousand Five Hundred Dollars ($7,500.00)

Dated this 31st day of August, 1983.

CITY UTILITIES OF THE CITY OF
FORT WAYNE, INDIANA

By ______________________
By ______________________
By Jack Wilson Jr.
Members of the Board of Public Works

____
WINFIELD C. MOSES, JR., MAYOR

____
Robert L. Thompson, Jr.

1983 NOV -1 AM 9 45

1-44

83-025224

ALLEN COUNTY RECORDER

Virginia L Young

73-166-21
8/31/83 H.I.

RESOLUTION NO. 392-83

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of the Cook Road Industrial Park -- ITT Aerospace Sanitary and Storm Sewers, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage and drainage from collateral drains to be constructed across the Northeast quarter of Section 16, Township 31 North, Range 12 East bounded on the North by the North R/W line of Cook Road; bounded on the East by the West R/W line of Penn Central Railroad, bounded on the West by the West R/W line of Chalfant Road and bounded on the South by the South R/W line of Ludwig Road, be and the same is hereby ordered.

SANITARY SEWER

Main Line: Commencing at the Northeast corner of Section 16, Township 31 North Range 12 East; thence West 767.75± feet along the centerline of Cook Road to a point; thence North 40± L.F. to a proposed manhole #7 located on the North R/W line of Cook Road; thence due South 1505± L.F. to a proposed manhole #3; thence due East 658± L.F. to a proposed manhole #1; thence due South 264± L.F. terminating at an existing manhole located 159± L.F. west of the centerline of Penn Central Railroad.

Said Sewer shall be 15" and 12" in diameter with all the appurtenances to be constructed in accordance with the plans, profiles special details and specifications now on file in the office of the Board of Works of said City and shall be used for Sanitary purposes only.

STORM SEWER

Main Line: Commencing at the Northeast corner of Section 16, Township 31 North Range 12 East; thence west 847.75± feet along the centerline of Cook Road to a point; thence North 35± L.F. to a proposed manhole #5 located 5± L.F. South of the North R/W line of Cook Road; thence due South 1570± L.F. terminating at a proposed Headwall.

Said Sewer shall be 30", 27", 21", 18" 15" and 12" in Diameter with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the office of the Board of Public Works of said City, and shall be used for Drainage purposes only.

All work done in the making of the aforementioned Public Improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special details and specifications now on file in the office of the Board of Public Works of said City.

It is hereby found by said Board of Public Works, that the cost of said improvement shall be paid by the City of Fort Wayne, Indiana, out of monies from the Sewer Utility. It is further found by said Board of Public Works that in the event that any present or future owners of any property who shall desire to use

DULY ENTERED FOR TAXATION
NOV 1 1983
AUDITOR OF ALLEN COUNTY

550
2

W.P.C.E. Box

EMERGENCY SEWER RESOLUTION NO. 73-162-1

WHEREAS, The City of Fort Wayne operates and maintains the sanitary sewer system in and around the City of Fort Wayne and,

WHEREAS, during the course of operating and maintaing the said sanitary sewer system, a condition was discovered approximately 800± LF East of the St. Joe Center Road bridge at the North right-of-way line where two (2) sanitary sewer manholes are undermined, and,

WHEREAS, one of the said manholes is in immediate danger of collapsing into the adjacent creek. There is undermining of the North manhole that could also result in a collapse.

WHEREAS, the Water Pollution Control Engineering Department has determined repairs and reconstruction of said undermined manholes should be completed, because it is necessary to protect the safety and welfare of the community,

THEREFORE, the Board of Public works of the City of Fort Wayne hereby declares that emergency repairs and reconstruction is necessary and directs the following actions to be taken with funds to be provided for by the Utility:

1. The Chief Water Pollution Control Engineer obtain firm quotations to repair and reconstruct said undermined manholes.
2. The Purchasing Department issue a confirming purchase order to the contractor selected by the Board of Public Works.

APPROVED this 26th day of August 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr.

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

said Sewer by direct tap or through the extension or connection of lateral or local lines discharging into said Sanitary and Storm Sewer, shall be benefited and shall pay a reimbursement fee to the City of Fort Wayne, Indiana.

ADOPTED this 31st day of August, 1983

BOARD OF PUBLIC WORKS

STEPHEN A. BAILEY, CHAIRMAN

BETTY R. COLLINS, MEMBER

Jack Wilson Sr.
JACK WILSON, SR., MEMBER

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

H.I.

EMERGENCY SEWER RESOLUTION NO. 73-161-1

WHEREAS, the City of Fort Wayne operates and maintains the sanitary sewer system in and around the City of Fort Wayne, and,

WHEREAS, during the course of operating and maintaining the said sanitary sewer system, a condition was discovered approximately 800± LF east of the St. Joe Center Road bridge at the north right-of-way line where two (2) sanitary sewer manholes are cracked, and,

WHEREAS, said cracked manholes are allowing sanitary sewage to discharge into a ditch which flows directly into the St. Joseph River, and,

WHEREAS, the Water Pollution Control Engineering Department has determined immediate repairs of said cracked manholes and subsequent pumping should be done, because it is necessary to protect the safety and welfare of the community, and,

THEREFORE, the Board of Public Works of the City of Fort Wayne hereby declares that an immediate emergency does exist to repair and investigate the condition of said cracked manholes 800± LF east of St. Joe Center Road bridge and directs the following actions to be taken with funds to be provided for by the Utility:

1. The Chief Water Pollution Control Engineer obtain firm quotations to repair and investigate the conditions of said cracked manholes.
2. The Purchasing Department issue a confirming purchase order to the contractor selected by the Board of Public Works.

APPROVED this 25th day of August 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson Sr

Jack Wilson, Sr., Member

ATTEST: Helen V. Gochenour

Helen V. Gochenour, Clerk

73-158-18
8/24/83
HI

RESOLUTION NO. 73-158-18

WHEREAS, DANIEL WEAVER, has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

> Beginning at a point at the Southeast corner of Lot #14 in Violands Addition; thence North along the East line of said Lot #14 a distance of 145 feet to the Northeast corner; thence West along the North lines of Lots 14 thru 17 in Violands Addition a distance of 150 feet to the Northwest corner of said Lot #17; thence North a distance of 12 feet to the Southeast corner of Lot #13 in Violands Addition; thence East along the South line of said Lot #13 to the Southeast corner; thence North along the East line of Lots 6 thru 13 in Violands Addition a distance of 270 feet to a point located on the East line of said Lot #6; thence East 7.5 feet; thence South 12 feet; thence East 7.5 feet to the Northwest corner of Lot #122 in Abbotts Outlots; thence South along the West line of Lot #82 and Lots 108 thru 112 in said Outlots a distance of 415 feet to the Southwest corner of said Lot #82; thence West a distance of 15 feet to the Point of Beginning,

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public alley has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public alley hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public alley hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public alley or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilties shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, Stephen A. Bailey, Chairman of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Works at their meeting held August 24, 1983 and as same appears of record in the official records of said Board of Public Works.

DATED THIS 24th DAY OF August 1983

FORT WAYNE BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty Collins
Betty Collins, Member

Jack Wilson Sr.
Jack Wilson, Sr., Member

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Daniel Weaver, who, being first duly sworn upon their oaths, acknowledge the execution of the foregoing Release as and for their voluntary act and deed, for the uses and purposes therein contained.

Witness my hand and notarial seal this 23 day of August, 1983.

Connie L. Schiffer
Notary Public

My Commission Expires:

2-23-1987

This instrument prepared by Bruce O. Boxberger, Corporation Counsel, City of Fort Wayne.

RELEASE

The undersigned, for and in consideration of the City of Fort Wayne, Indiana, ("the City") vacating the following described real estate in Fort Wayne, Allen County, Indiana, to-wit:

> Beginning at a point at the Southeast corner of Lot #14 in Violands Addition; thence North along the East line of said Lot #14 a distance of 145 feet to the Northeast corner; thence West along the North lines of Lots 14 thru 17 in Violands Addition a distance of 150 feet to the Northwest corner of said Lot #17; thence North a distance of 12 feet to the Southeast corner of Lot #13 in Violands Addition; thence East along the South line of said Lot #13 to the Southeast corner; thence North along the East line of Lots #6 thru #13 in Violands Addition a distance of 270 feet to a point located on the East line of said Lot #6; thence East 7.5 feet; thence South 12 feet; thence East 7.5 feet to the Northwest corner of Lot #122 in Abbotts Outlots; thence South along the West line of Lot #82 and Lots 108 thru 112 in said Outlots a distance of 415 feet to the Southwest corner of said Lot #82; thence West a distance of 15 feet to the Point of Beginning,

and other valuable consideration, for themselves, and their successors and assigns, release the City from any and all liability for any damages arising from the construction of a structure within the public alley right-of-way which is now the subject of an alley vacation request described in Bill No. G-83-08-12.

It is the intent of this document to fully and completely release and discharge all claims known or unknown, past, present, or future which the undersigned and/or their successors in title may have on account of the aforesaid construction of a structure within said public alley right-of-way.

Daniel Weaver

Daniel Weaver, Owner

East-West alley adjacent to Lots 13 thru 17 in Volands Addition.
North-South alley adjacent to Lots 82 and 108 thry 112 in Abbotts Outlots and Lots 7 thry 14 in Volands Addition.

ENGINEERING COMMENTS:

1. Street Light Engineering

   Approved

2. Traffic Engineering

   We have no objection, but we question the feasibility of leaving a portion (stub) to the north of the proposed vacation to remain dedicated.

3. Park Board

   Approved

4. Water Pollution Control Engineering

   City does not maintain any sewer within the proposed for vacation alleys. Therefore, this department approves this proposal.

5. Water Engineering

   OK - No easement required.

6. GTE

   The easements on the attached print are not being utilized by our company now nor do we require them for any future construction requirements.

7. I&M

   Indiana & Michigan Electric Company will agree to the vacation of the alley which runs from Pontiac Street north between Radcliffe Drive and Hartman Street for a distance of 427 feet, also the first alley north of Pontiac Street which runs east of Radcliffe Drive.

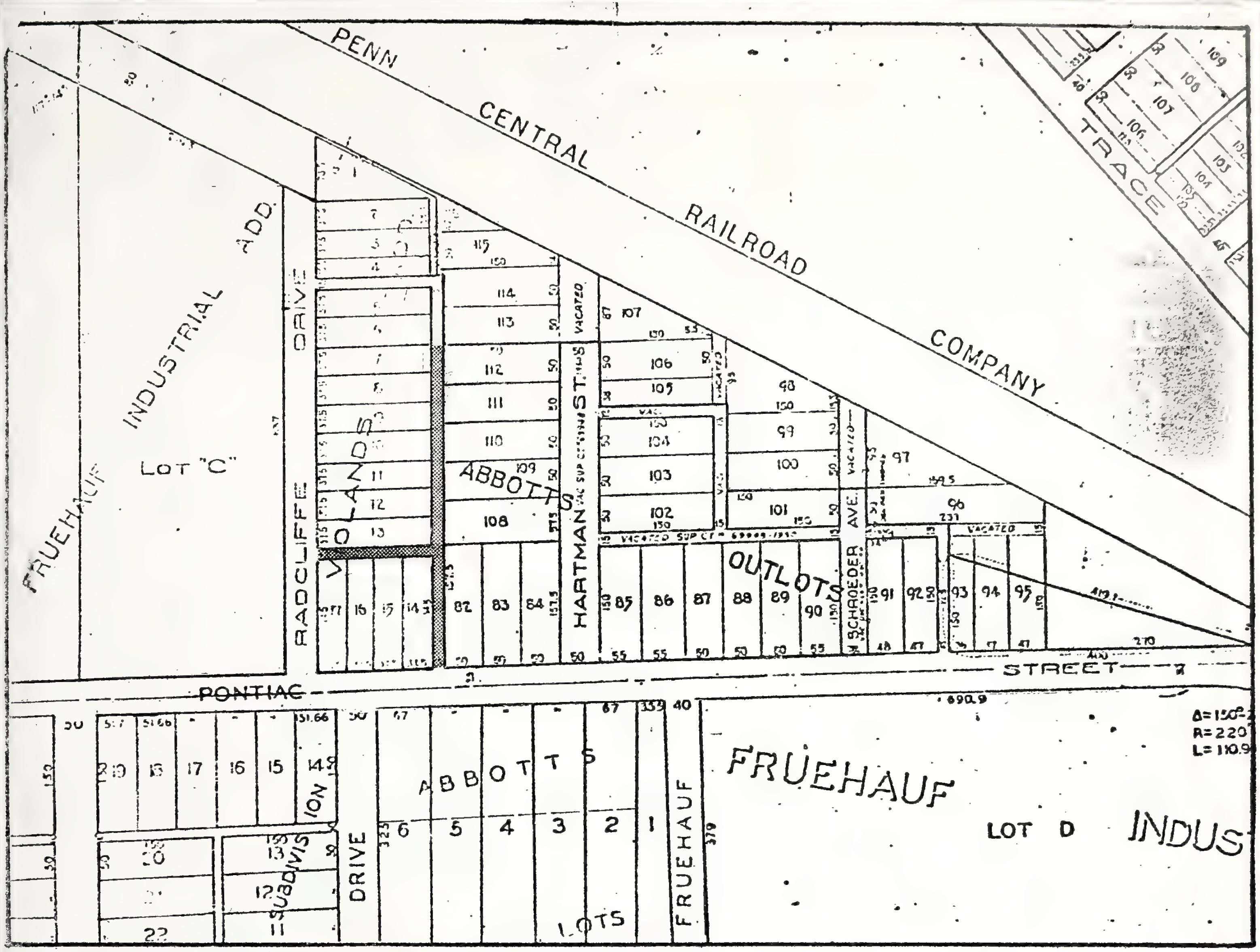
   It is to be understood that I&M will vacate these alleys on the condition a new easement be granted and that the cost of relocation of existing I&M facilities be the responsibility of the customer requesting said vacation.

8. NIPSCO

   NIPSCO the Gas Company, having no facilities within this proposed vacancy files no objection.

9. Street Engineering

   Street Engineering recommends vacation of entire alley.


PENN CENTRAL RAILROAD COMPANY
TRACE
FRUEHAUF INDUSTRIAL ADD.
LOT "C"
RADCLIFFE DRIVE
VOLANDS
ABBOTTS
HARTMAN ST.
OUTLOTS
SCHROEDER AVE.
PONTIAC STREET
FRUEHAUF
LOT D
INDUS
ABBOTTS
LOTS
SUBDIVISION
DRIVE
FRUEHAUF
Δ=150°
R=220
L=110.9

▨ A PETITION TO VACATE THE DESCRIBED PORTION OF ALLEY.

MAP NO. Q-3

6-83-08-12

7-6-83

73-158-17
8/24/83
H.I.

RESOLUTION NO. 73-158-17

WHEREAS, RICHARD, HILARY J., BETTY L., AND DAVID H. BIRKMEIER has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

> The North 1.4 feet of the East 77 feet of the first alley South of Washington Blvd., West of Fulton Street, City of Fort Wayne, Allen County, Indiana,

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public alley has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public alley hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public alley hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public alley or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I Stephen A. Bailey, Chairman of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Works at their meeting held August 24 1983 and as same appears of record in the official records of said Board of Public Works.

DATED THIS 24th DAY OF August 1983

FORT WAYNE BOARD OF PUBLIC WORKS

STEPHEN A. BAILEY, CHAIRMAN

BETTY COLLINS, MEMBER

Jack Wilson Sr.
JACK WILSON, SR., MEMBER

73-263-2

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document B727

Standard Form of Agreement Between Owner and Architect for Special Services

1979 EDITION

THIS DOCUMENT IS FOR USE WHEN OTHER B-SERIES DOCUMENTS ARE NOT APPROPRIATE

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made as of the TWENTY-SEVENTH day of JANUARY in the year of Nineteen Hundred and EIGHTY-FOUR

BETWEEN the Owner: CITY OF FORT WAYNE

and the Architect: ERIC R. KUHNE & ASSOCIATES

For the following Project:
(Include detailed description of Project location and scope.)

WATERWORKS PARK
at the Confluence of the Three Rivers
in Fort Wayne, Indiana (first phase architectural and engineering documents for construction of the fountain; competed designs, estimates, and schedule for entire park development; coordination with Rivergreenway Plans).

The Owner and the Architect agree as set forth below.

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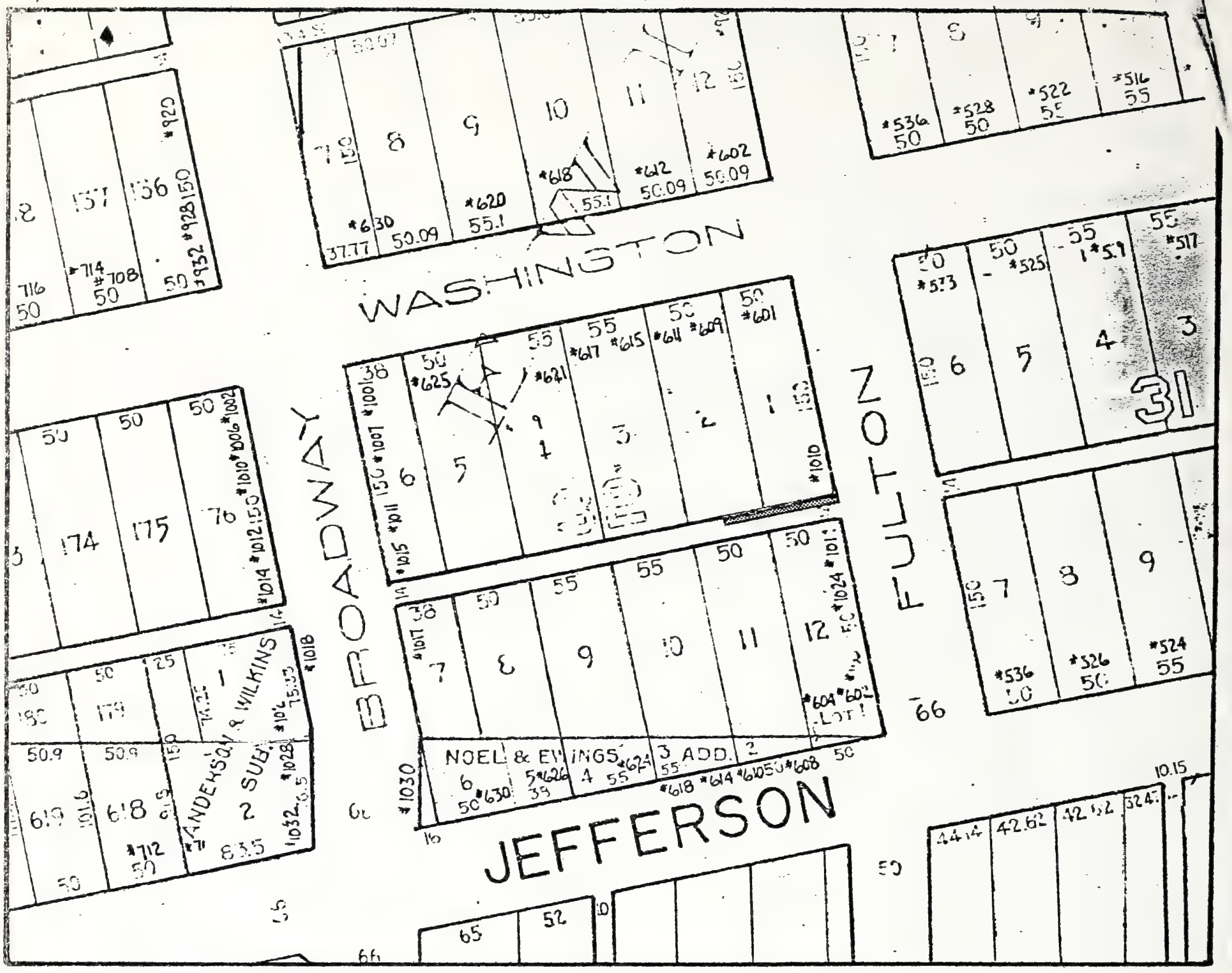
WASHINGTON
BROADWAY
FULTON
JEFFERSON
NOEL & EWINGS 3 ADD.
ANDERSON & WILKINS SUB.
31
N

▨ PORTION OF ALLEY TO BE VACATED.

MAP NO. L-6

G-83-06-07

ARTICLE 1

ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 10.)

1. Design Development/Construction Documents for the Fountain as part of Phase One development of Waterworks Park.
2. Design Development Drawings for Berge on North Shore of Confluence (in front of the filtration plant, Pavilions on east and west shores; riverbank path/landscaping; Bridges across St. Mary's and St. Joseph's rivers; and park on top of reservoir.
3. Complete phasing shedule and construction cost estimates for entire project based on the design development drawings.
4. Exploration of funding sources for full development of the park.
5. Meetings with Park Board, Park Foundation, press, etc. for promotion and development of the park.
6. Changes in architectural program for park based on conclusions of Rivergreenway plan, City department recommendations, and public review of project.

ALLEY VACATION: The North 1.4 feet of the East 77 feet of the first alley South of Washington Blvd., West of Fulton Street.

ENGINEERING COMMENTS:

1. Water Engineering

   Ok to vacate.

2. Park Board

   Ok to vacate.

3. Water Pollution Control Engineering

   There is a 15" combination sewer in the alley that was installed in 1883. In order to releasy any part of the alley right-of-way a hold harmless agreement must be excuted in favor of the city. Said instrument would be at the expense of the applicant and subject to approval by city.

4. Traffic Engineering

   The existing 11 foot clearance is close for use of garbage trucks and fire trucks but should not cause too serious of a problem. The sidewalk should be flush with the house and not sticking out 4" or so.

5. Street Engineering

   Street Engineering has no problems with this vacation. The encroachment has existed for 100 years.

6. I&M

   No, we do not require an easement.

7. NISPCO

   No, we do not require an easement.

8. Cox Cable

   No, we do not require an easement.

9. GT&E

   No, we do not require an easement.

ARTICLE 2
THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

2.3 The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

ARTICLE 3
DIRECT SALARY AND DIRECT PERSONNEL EXPENSE

3.1 Direct Salary Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, but does not include the cost of contributions and benefits related thereto, whether mandatory or customary, as described in Paragraph 3.2, and included in Direct Personnel Expense.

3.2 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

ARTICLE 4
REIMBURSABLE EXPENSES

4.1 Reimbursable Expenses are in addition to the Architect's compensation and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

- **.1** expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner,
- **.2** long distance communications,
- **.3** fees paid for securing approvals of authorities having jurisdiction over the Project,
- **.4** reproductions,
- **.5** postage and handling of documents,
- **.6** renderings and models requested by the Owner,
- **.7** data processing and photographic production techniques when used in connection with Additional Services,
- **.8** expense of overtime work requiring higher than regular rates, if authorized by the Owner.

ARTICLE 5
PAYMENTS TO THE ARCHITECT

5.1 Payments on account of the Architect's services, and for Reimbursable Expenses as defined in Article 4, shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

5.2 An initial payment as set forth in Paragraph 10.1 is the minimum payment under this Agreement.

5.3 If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

ARTICLE 6
ARCHITECT'S ACCOUNTING RECORDS

6.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Multiple of Direct Salary or Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 7
ARBITRATION

7.1 All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

7.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

RELEASE

The undersigned, for and in consideration of the City of Fort Wayne, Indiana, ("the City") vacating the following described real estate in Fort Wayne, Allen County, Indiana, to-wit:

> The North 1.4 feet of the East 77 feet of the first alley south of Washington Blvd., west of Fulton Street, Fort Wayne, Indiana,

and other valuable consideration, for themselves, and their successors and assigns, release the City from any and all liability for any damages arising from the installation of, the maintenance and operation of a sewer line or lines in, across, or under the property owned by the undersigned, and described above.

It is the intent of this document to fully and completely release and discharge all claims known or unknown, past, present, or future which the undersigned and/or their successors in title may have on account of the aforesaid installation, maintenance and operation of said sewer line.

Richard Birkmeier, Power of Attorney
for Hilary J. and Betty L. Birkmeier

Richard A. Birkmeier, Owner and
Petitioner

David H. Birkmeier, Owner and
Petitioner

7.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8
TERMINATION OF AGREEMENT

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

8.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to the termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.4.

8.4 Termination Expenses are defined as Reimbursable Expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the compensation earned to the time of termination, as follows:

For Services provided on a Multiple of Direct Salary or Direct Personnel Expense basis, 20% of the total expenses incurred to the time of termination;

For Services provided on a Fixed Fee basis, 10% of the Fixed Fee earned to the time of termination.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date payment is due to the Architect pursuant to Article 5.

9.3 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

9.4 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Richard Birkmeier, Richard A. Birkmeier, and David H. Birkmeier, who, being first duly sworn upon their oaths, acknowledge the execution of the foregoing Release as and for their voluntary act and deed, for the uses and purposes therein contained.

Witness my hand and notarial seal this 18 day of August, 1983.

Virginia Davis
Notary Public

My Commission Expires:

November 8, 1983

This instrument prepared by Bruce O. Boxberger, Corporation Counsel, City of Fort Wayne.

ARTICLE 10

BASIS OF COMPENSATION

The Owner shall compensate the Architect for the services provided, in accordance with Article 5, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

10.1 AN INITIAL PAYMENT of Three thousand seventy-four & 39/100 dollars ($ 3074.39) shall be made upon execution of this Agreement and credited to the Owner's account as follows:
for services rendered in October, November and December 1983

10.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

Principal @ $50.00/hour
DesignerI @ 25.00/hour
Technical @ 20.00/hour
Designer II @ 30.00/hour
Consultants @ multiplier of 1.2 x invoiced services

10.3 FOR REIMBURSABLE EXPENSES, as described in Article 4, and any other items included in Article 11 as Reimbursable Expenses, a multiple of one&two/tenths 1.2 times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.

10.4 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Here insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification or other requirements such as written disclosures or waivers.)

BOARD OF PUBLIC WORKS
RECEIVED
AUG 22 1983

10.5 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

10.5.1 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

10.5.2 IF THE SERVICES covered by this Agreement have not been completed within eight (8) months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

ARTICLE 11
OTHER CONDITIONS

This Agreement entered into as of the day and year first written above.

OWNER
CITY OF FORT WAYNE
David J. Kent
Betty R Collins

ARCHITECT Indiana #4277
ERIC R. KUHNE & ASSOCIATES
P.O.BOX 202
PRINCETON, NEW JERSEY

73-117-26
7/20/83
H.I.

BOARD OF PUBLIC WORKS
RECEIVED
JUL 19 1983

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

and by

AMERICAN CONSULTING ENGINEERS COUNCIL

and by

AMERICAN SOCIETY OF CIVIL ENGINEERS

1910-1 (1979 Edition)

83-21717

73-157-8
8/24/83
H.I.

AGREEMENT

FOR

SEWER EXTENSION

THIS AGREEMENT, made in triplicate this August 19, 1983, by and between WPTA-TV, Pulitzer Broadcasting Company, hereinafter referred to as "DEVELOPER" and the CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, the DEVELOPER has requested to construct a sanitary sewer described as follows:

1983 SEP 21 AM 9:15
ALLEN COUNTY RECORDER

SANITARY SEWER

Beginning at an existing sewer located 1430 ± feet South and 10 ± feet East of the Northeast Corner of the Northwest One-Quarter of Section, 33, Township 31 North - Range 12 East, Allen County, Indiana; thence North and parallel with the East line of said Northwest One-Quarter a distance of 590 ± L. F.; thence Northwesterly, deflecting 66°-35 feet left a distance of 350 ± L. F.; thence Northwest by deflecting 20°-12 feet right a distance of 400 ± L. F. to a manhole which is 422 ± feet South and 605 ± feet West of the Northeast Corner of said Northwest One-Quarter.

Said sanitary sewer shall be 8 inches in diameter, in accordance with plans, specifications, and profiles heretofore submitted to the CITY, and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of the CITY, and known as Proposed Sanitary Sewer for WPTA-TV, Pulitzer Broadcasting Company, which plans, specifications and profiles are by reference incorporated herein and made a part hereof.

WHEREAS, the cost of construction of said sewer is represented to be $25,000.00

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles, all approved by the CITY under private contract to let within sixty (60) days after required CITY approval. All work and materials shall be subject to inspection by and the right of the CITY to halt construction if there shall be noncompliance therein. Said sewer shall not be deemed permanently connected into the Sewer system of the CITY until all inspections are paid in full by the DEVELOPER and the final acceptance is issued by the CITY. Upon completion, said Sewer shall become the property of the CITY and CITY shall accept sewage therefrom, subject to such sewage charges as may now or hereinafter be regularly established by the CITY, and all further

DULY ENTERED FOR TAXATION
SEP 21 1983
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

10^{00} C

WPCE Box

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73-157-8 6/24/83

maintenance shall be borne by the CITY.

2. CONSTRUCTION COST

The DEVELOPER agrees to pay the entire cost and expense of construction of said sewer, in cash, including CITY engineering and inspection fees, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the CITY, will initially serve the following described real estate of the "DEVELOPER".

> The East 980.0 feet of the North 865.0 feet of the Northwest One-Quarter of Section 33, Township 31 North, Range 12 East, Allen County, Indiana, containing 19 acres.

As the DEVELOPER will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the CITY for connections to CITY sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA

An area connection charge of $610.00 per acre must be paid to CITY at the time of connection. This area connection charge is in addition to the local (cost of construction) charge as set forth above, and represents the oversizing cost expended by CITY for sewer lines in Resolution No. 65-314-7, Recorded under 78-12126. It is understood that one-half (½) of the developer's acreage will be subject to said area connection fees immediately upon the execution of this document, which constitutes the North 9.5 acres. Further, it is understood that any construction, whatsoever, within the area of the South 9.5 acres; said area connection fees will be due and payable at the time of submittal of improvement plans for construction permit, whether it be commercial or residential.

5. BOND

This contract is subject to DEVELOPER furnishing a satisfactory 25% Guaranty Bond at time of submittal of Completion Affidavit for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

EXHIBIT A TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES, dated ______________, 19____ (for use with No. 1910-1, 1979 Edition).

Further Description of Basic Engineering Services and Related Matters

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on ______________, 19____ between ______________ (Owner) and (Engineer) providing for professional engineering services. The Basic Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are stipulated as indicated below.

2. During the Study and Report Phase ENGINEER shall:

(insert amendments or supplements to paragraph 1.2.)

The Study and Report Phase Services will be completed and the Report submitted within ______ calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services.

3. During the Preliminary Design Phase ENGINEER shall:

(insert amendments or supplements to paragraph 1.3.)

The Preliminary Design Phase Services will be completed and ENGINEER's documentation and opinion of costs submitted within ______ calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services.

4. During the Final Design Phase ENGINEER shall:

(insert amendments or supplements to paragraph 1.4.)

The Final Design Phase Services will be completed and Contract Documents and ENGINEER's opinion of costs submitted within ______ calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services.

[If the construction work is to be performed under more than one prime contract, the provisions of paragraph 4.11 will probably apply and it will be necessary to prepare a special schedule for the Final Design Phase Services.]

5. During the Bidding or Negotiating Phase ENGINEER shall:

(insert amendments or supplements to paragraph 1.5.)

[If the construction work is to be performed under more than one prime contract, the provisions of paragraph 4.11 will probably apply and it will be necessary to prepare a special schedule for the Bidding or Negotiating Phase Services.]

6. During the Construction Phase ENGINEER shall:

(insert amendments or supplements to paragraph 1.6.)

[If the construction work is to be performed under more than one prime contract, the provisions of paragraph 4.11 will probably apply and it will be necessary to prepare a special schedule for the Construction Phase Services.]

73 157/8
8/24/83

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof. Pursuant to Burns Indiana Statutes Annotated I. C. 19-2-7-16, 17 and 18.

In further consideration and to induce CITY to execute and ratify this contract, said DEVELOPER, for himself, his successors and assigns, agrees by this contract to vest in CITY the permanent right at its discretion to annex to the CITY of Fort Wayne any further time by duly authorized ordinance the said real estate described in Article 3 herein.

DEVELOPER further agrees that any deeds, contracts, or other instruments of conveyance made by the DEVELOPER, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from the DEVELOPER, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, and their successors in title.

The DEVELOPER further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) day of its adoption and approval by the Common Council of CITY as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of CITY who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of such land or of the territory in which it is located or of the area served by said sewer.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of July 20, 1983

between the City of Fort Wayne, Indiana, acting by and through its Board of Public Works (OWNER) and

Ronald L. Bonar & Associates, Inc., d/b/a/ Bonar & Associates, Inc., consulting engineers, 616 South Harrison St., Fort Wayne, IN 46802 (ENGINEER).

OWNER intends to construct improvements to the St. Mary's, St. Joseph and Maumee River in the area of their confluence for the purpose of providing flood protection (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1—BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

~~1.2. Study and Report Phase.~~

~~After written authorization to proceed, ENGINEER shall:~~

~~1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.~~

~~1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or~~

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8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Refer to I. C. 19-2-7-16, 17 and 18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:

Edwin C. Metcalfe

Edwin C. Metcalfe, Vice President/General Manager
For WPTA-TV, Pulitzer Broadcasting Company

CITY OF FORT WAYNE, INDIANA

BY: ______________________

Winfield Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

BY: ______________________

Steven A. Bailey, Chairman

BY: Betty R. Collins

Betty R. Collins, Member

BY: Jack Wilson Sr.

Member

ATTEST:

Helen V. Goakenew

Clerk

~~services of the types described in paragraph 3.3, and act as OWNER's representative in connection with any such services.~~

~~1.2.3. Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.~~

~~1.2.4. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.~~

~~1.2.5. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").~~

~~1.2.6. Furnish five copies of the Report and present and review it in person with OWNER.~~

~~The duties and responsibilities of ENGINEER during the Study and Report Phase are amended and supplemented as indicated in paragraph 2 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".~~

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Report, determine the extent of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.4. Furnish five copies of the above preliminary design documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.4. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.4.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish five copies of the above documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.5. Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

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APPROVED AS TO FORM AND LEGALITY:

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Edwin C. Metcalfe, Vice President/General Manager, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 19th day of August, 1983.

Miriam E. Symonds
NOTARY PUBLIC Miriam E. Symonds
Resident of Allen County, Indiana

My Commission expires:
December 14, 1984

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Winfield Moses, Jr., Mayor, City of Fort Wayne, Indiana and Steven A. Bailey, Chairman, Board of Public Works, and Betty R. Collins, and Jack Wilson, Sr. , members, respectively, of the Board of Public Works, and acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 24th day of August, 1983.

Thelma A. Morris
Thelma A. Morris
NOTARY PUBLIC
Resident of Allen County, Indiana

My commission expires:
8/2/87

This instrument prepared by C. David Coil, P.E.

1.5.1. Assist OWNER in obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services.

1.5.2. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.3. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.4. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in paragraph 5 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.6. Construction Phase.

During the Construction Phase ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract No. 1910-8, (1978 edition). The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided in paragraph 6 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

1.6.4. Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.6.5. Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.6.5.

1.6.7. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

SECTION 2—ADDITIONAL SERVICES OF ENGINEER

2.1. General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the Project than are contemplated by paragraph 5.1.1.2, and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing any type of ~~field surveys for design purposes and~~ engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.1.11. Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.12. Preparing for OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.13. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.14. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.15. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.16. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

2.1.17. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.2. Resident Services During Construction.

2.2.1. If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER as indicated in paragraph 5.1.2.4.

2.2.2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in Exhibit B which is to be identified, attached to and made a part of this Agreement before such services begin.

2.2.3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such resident Project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.

2.2.4. If OWNER designates another person to represent OWNER at the Project site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.

3.4. Provide field control surveys and establish reference points and base lines (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.

3.5. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.6. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.7. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.9. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

3.10. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of Contractor(s).

3.11. Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.12. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4—PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within the stipulated period indicated in paragraph 2 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.

4.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost within the stipulated period indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.

4.4. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Project within the stipulated period indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s) (except as may be otherwise required to complete the services called for in paragraph 6.2.2.5).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8. If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.9. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 120 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.10. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

4.11. In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in Exhibit A "Further Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4 through 4.10 inclusive, will be modified accordingly.

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PAYROLL COSTS METHOD OF PAYMENT

SECTION 5—PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Further Description of Basic Engineering Services and Related Matters") an amount based on ENGINEER's Payroll Costs times a factor of 2.0 for services rendered by principals and employees assigned to the Project.

5.1.2. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. *General.* For Additional Services rendered under paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by paragraph 2.1.7 and services as a consultant or witness under paragraph 2.1.16), on the basis of Payroll Costs times a factor of 2.0 for services rendered by principals and employees assigned to the Project.

5.1.2.2. *Special Consultants.* For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.7 or 2.1.17, the amount billed to ENGINEER therefor times a factor of 1.1.

5.1.2.3. *Serving as a Witness.* For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.16, at the rate of $200.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.1).

5.1.2.4. *Resident Project Services.* For resident services during construction furnished under paragraph 2.2.1, on the basis of Payroll Costs times a factor of 2.0 for services rendered by principals and employees assigned to field offices in connection with resident Project representation.

[*Delete inapplicable language and initial*]

5.1.3. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4 which appears on the reverse side of this page.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payments.

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Payroll Costs times a factor of 2.0 for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

5.4. Definitions.

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. For the purposes of this Agreement, the principals of ENGINEER and their hourly payroll costs are:

Ronald L. Bonar	$19.23

The amount of customary and statutory benefits of all other personnel will be considered equal to 1.25 % of salaries and wages.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. Reimbursable Expenses shall include the amount billed to ENGINEER by special consultants employed by ENGINEER (other than as an authorized Additional Service under Section 2) for such consultants' services and Reimbursable Expenses times a factor of 1.1; and shall also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.1.

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SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. [Construction Cost is one of the items comprising Project Costs which is defined in paragraph 1.2.5.] When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:

6.1.1. For completed construction work the total costs of all work performed as designed or specified by ENGINEER.

6.1.2. For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.

6.1.3. For work designed or specified but not constructed upon which no such bid or proposal is received, the most recent estimate of Construction Cost, or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from ENGINEER's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

6.2. Opinions of Cost.

6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.8.

6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:

6.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2. Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3. ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.

6.2.2.4. If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5. If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER's responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2. Reuse of Documents.

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

7.4. Successors and Assigns.

7.4.1. OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

[The remainder of this page was left blank intentionally.]

7.5. Arbitration

7.5.1. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in paragraphs 7.5.3 and 7.5.4 below. This Agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 7.5 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

7.5.2. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.5.3. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than $200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning, any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than $200,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than $200,000 (exclusive of interest and costs).

7.5.4. No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

7.5.5. By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs 7.5.3 and 7.5.4 may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent or in which the sum or value in controversy exceeds $200,000 (exclusive of interest and costs) or which is with any party not specifically described therein.

7.5.6. The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

[The remainder of this page was left blank intentionally.]

SECTION 8—SPECIAL PROVISIONS, EXHIBITS and SCHEDULES.

8.1. This Agreement is subject to the following special provisions.

8.1.1. It is hereby agreed that Section 1.2, Study & Report Phase, is hereby deleted from this Agreement.

8.1.2 Reference Section 5, Engineer agrees that the Basic Services of Engineer as described in 1.3, Engineer's Fees, shall not exceed $15,000.00. Estimates for remaining services of Engineer for Project shall be established at time of authorization.

8.1.3 Services of this agreement are pursuant to Request for Proposals of Owner dated May 31, 1983, and response to that request by Engineer dated June 30, 1983.

8.2. The following Exhibits are attached to and made a part of this Agreement:

8.2.1. Exhibit A "Further Description of Basic Engineering Services and Related Matters" consisting of 1 page~~s~~.

8.2.2. Exhibit B "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" consisting of 2 pages.

8.2.3.

8.3. This Agreement (consisting of pages 1 to 14, inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

Bry R. Collins

Attest: Helen O. Gochenour

ENGINEER:

Andrew J. Dodzik

EXHIBIT A TO AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES
DATED JULY 20, 1983

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on July 20, 1983, between the Board of Public Works of the City of Fort Wayne, Indiana (Owner) and Ronald L. Bonar & Associates, Inc. (Engineer). The Basic Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are stipulated as indicated below.

2. The services as proposed by Engineer to Owner are as described in Engineer's proposal to Owner dated June 30, 1983.

3. During the Preliminary Design Phase, Engineer shall make necessary field surveys and assist Owner in obtaining soil investigations and/or analyses and reports for the project. Owner agrees that they shall cooperate with Engineer in this matter, including lowering the river level to assist in completion of the field work. During this Phase, the Engineer shall complete the Preliminary Design including an engineering report that will be submitted to the Indiana Dept. of Natural Resources and the U.S. Corps of Army Engineers. The Preliminary Design Phase shall be completed within the time frame as set forth in Engineer's proposal with adequate allowances for Owner's review and submission of information required.

4. During the Final Design Phase, Engineer shall complete the final plans, specifications and prepare bid documents. The Final Design Phase Services shall be completed within thirty (30) calendar days following authorization from Owner to proceed with this phase.

5. Engineer shall assist Owner in the Bidding & Construction Phases as described herein. The period of service shall coincide with Owner's requiremnts for advertising, contract award, funding appropriation, etc.

Exhibit B to Agreement Between Owner and Engineer for Professional Services, dated JULY 20, 19 83 (for use with No. 1910-1, 1979 Edition).

Duties, Responsibilities and Limitations of Authority of Resident Project Representative

---

A. General.

Resident Project Representative is ENGINEER's Agent, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be only with ENGINEER and CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of CONTRACTOR. Written communication with OWNER will be only through or as directed by ENGINEER.

B. Duties and Responsibilities.

Resident Project Representative will:

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

2. *Conferences:* Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.

3. *Liaison:*

   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

   b. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

4. *Shop Drawings and Samples:*

   a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of their availability for examination.

   b. Advise ENGINEER and CONTRACTOR or its superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*

   a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.

   b. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

   c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.

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NSPE/ACEC/ASCE Publication No. 1910-1-A
1979 Edition

6. *Interpretation of Contract Documents:* Transmit to CONTRACTOR ENGINEER's clarifications and interpretations of the Contract Documents.

7. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.

8. *Records:*

   a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

   b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.

   c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. *Reports:*

   a. Furnish ENGINEER periodic reports as required of progress of the Work and CONTRACTOR's compliance with the approved progress schedule and schedule of Shop Drawing submissions.

   b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.

   c. Report immediately to ENGINEER upon the occurrence of any accident.

10. *Payment Requisitions:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the Work.

12. *Completion:*

    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

    b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

    c. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority.

Except upon written instructions of ENGINEER, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

2. Shall not exceed limitations on ENGINEER's authority as set forth in the Contract Documents.

3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent, or expedite the Work.

4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.

5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.

6. Shall not authorize OWNER to occupy the Project in whole or in part.

7. Shall not participate in specialized field or laboratory tests.

Prepared by Engineers' Joint Contract Documents Committee
Published jointly by: Professional Engineers in Private Practice, a practice division of the National Society of Professional Engineers; American Consulting Engineers Council; American Society of Civil Engineers

13-151-33
8/17/83 L.T.

UNITED STATES POSTAL SERVICE
FIELD REAL ESTATE AND BUILDINGS OFFICE

200 West Broadway - Room 506/Louisville, KY 40202-2162

DATE: August 31, 1983

OUR REF: CER3:HBurke:js

SUBJECT:

TO:

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of August, 1983 by and between the United States Postal Service, hereinafter referred to as "Owner" and the City of Fort Wayne, Indiana, hereinafter referred to as "City."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. The City will contract for the demolition of four (4) railroad bridges and one (1) foot bridge located upon the Main Post Office property and described on the attached Exhibit "A", made a part hereof. Exhibit "A" is the plans and specifications dated May 19 and August 3, 1983.

2. The City will do the necessary engineering and inspection work with regards to the demolition contract for which the City shall provide complete engineering plans and specifications for the project. (Exhibit "A"). The City shall also let the contract with the appropriate contractor.

3. The Owner will do the following:
    a. Reimburse the City for the work as per the city's contract with the Contractor;
    b. Reimburse the City for all engineering and inspection work done by the City, said reimbursement to be five percent (5%) of the total cost of the demolition contract. The demolition contract shall include the pavement overlay as specified. The Owner shall reimburse the city based on project progress. Final payment shall be made after final acceptance of the work by the Owner.

P.42

S-196-83
eat. 9/27/83

73-151-31
8/17/83
H.I.

AGREEMENT
FOR
SEWER EXTENSION

83-023245

1983 OCT -6 PM 2:49
ALLEN COUNTY RECORDER

THIS AGREEMENT, made in triplicate this 17th day of August 1983, by and between Artisans-Stauffer, Inc., an Indiana Corporation, hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY," WITNESSETH:

WHEREAS, the "OWNER" desires to construct a local sanitary sewer described as follows:

Description of Sanitary Sewer Mains within FoxChase Condominiums

Sanitary Main Number 1

Commencing at an existing Manhole at Station 0 plus 00, said Manhole being located at the south property corner of Lot 291 as platted in Concordia, Section 6; thence southwesterly a distance of 210 feet to Manhole #1 at Station 2 plus 10, said Manhole being located on the south right-of-way line of FoxChase Run; thence southwesterly within an easement running along the south line of FoxChase Run a distance of 275 feet to Manhole #2 at Station 4 plus 85; thence continuing southwesterly along the right-of-way of FoxChase Run a distance of 375 feet to Manhole #2 at Station 8 plus 60; thence continuing southwesterly a distance of 285 feet to Manhole #4 at Station 11 plus 45; thence continuing northwesterly within an easement along the south right-of-way line of FoxChase Run a distance of 400 feet to Manhole #5 at Station 15 plus 45; then westerly within an easement along the south right-of-way line of FoxChase Run a distance of 270 feet to Manhole #6 at Station 18 plus 15. Said Manhole #6 terminates the description of Sanitary Sewer Main #1.

Sanitary Lateral Number 1

Commencing at the above referenced Manhole #1 at Station 2 plus 10, said Manhole being located along the south right-of-way of FoxChase Run, thence easterly a distance of 330 feet to Manhole #1-A at Station 3 plus 30; thence southeasterly within an easement along the south right-of-way of FoxChase Run a distance of 185 feet to Manhole #1-B at Station 5 plus 15. Said Manhole #1-B terminates the description of Sanitary Lateral #1.

in accordance with plans, specifications and profiles heretofore submitted to and approved by "CITY" and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY" and known as the FoxChase Condominiums as drawn by Turnbell Engineering Company dated July 15, 1983 which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the "OWNER" has an interest, but also in adjoining land areas and;

WHEREAS, the cost of construction of said sewer is represented to be $ 70,066.00 .

NOW, THEREFORE, in consideration of the foregoing and the mutual convenants and agreements hereinafter set forth, the parties hereto agree as follows:

DULY ENTERED FOR TAXATION
OCT 6 1983
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

WPCE Box

13 00

c. Reimburse the City for all advertising costs associated with all bids.

IN WITNESS WHEREOF, this Agreement has been signed this 2nd day of September, 1983

UNITED STATES POSTAL SERVICE

BY: ______________________
J. N. TELECSAN
Contracting Officer

CITY OF FORT WAYNE

BY: ______________________
Win Moses, Jr. - Mayor

By Its Board of Public Works

____
Stephan A. Bailey, Chairman

Jack Wilson Sr.
J. Wilson, Sr., Member

____
B.R. Collins, Member

1. CONSTRUCTION OF SEWER

"OWNER" shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by "CITY" under private contract to be let within sixty (60) days after requisite "CITY" approval. All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY" and "CITY" shall accept sewage therefrom subject to such sewage service charges as may now or hereafter be regularly established by "CITY," and all further maintenance thereafter shallbe borne by "CITY."

2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and to hold "CITY" harmless from any liability for claims connected therewith.

3. AREA OF "OWNER"

Said sewer when accepted by the "CITY" will serve the following described real estate as shown in Exhibit "A" and described as follows:

A part of Richardsville Reserve in T31N R13E Allen County, Indiana more particularly described as follows; Commencing at the Southwest corner of Richardsville Reserve in T31N R13E; Thence North 25 Degrees 00 Minutes 00 Seconds East along the West line of said Reserve a distance of 3,224 feet to the Point of Beginning; thence continuing North 26 Degrees 00 Minutes 00 Seconds East along the aforesaid Reserve line a distance of 485.52 feet; thence South 88 Degrees 46 Minutes 13 Seconds East a distance of 1,690.66 feet; thence South 89 Degrees 21 Minutes 51 Seconds East a distance of 562.18 feet; thence South 32 Degrees 30 Minutes 10 Seconds West a distance of 197.05 feet; thence South 57 Degrees 29 Minutes 50 Seconds East a distance of 100.00 feet; thence South 32 Degrees 30 Minutes 10 Seconds West a distance of 2,310.00 feet to the Point of Beginning containing 22.80 acres more or less.

A part of Richardsville Reserve in Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Commencing at the Southwest corner of Richardsville Reserve in Township 31 North, Range 13 East, thence North 25 Degrees 00 Minutes 00 Seconds East along the West line of said Reserve a distance of 3,224 feet to the point of beginning; thence continuing North 26 Degrees 00 Minutes 00 Seconds East along the aforesaid Reserve line a distance of 485.52 feet; thence South 88 Degrees 46 Minutes 13 Seconds East a distance of 1,690.66 feet; thence South 89 Degrees 21 Minutes 51 Seconds East a distance of 562.18 feet to the point of beginning; thence continuing South 89 Degrees 21 Minutes 51 Seconds East a distance of 1,658.95 feet; thence South 18 Degrees 27 Minutes 44 Seconds West a distance of 461.36 feet; thence North 89 Degrees 06 Minutes 17 Seconds West a distance of 1,668.48 feet to the easterly boundary of FoxChase, Section I; thence along said easterly line by the following described courses: North 32 degrees 30 minutes 10 seconds East a distance of 249.14 feet; North 57 degrees 29 minutes 50 seconds West a distance of 100.00 feet; North 32 degrees 30 minutes 10 seconds East a distance of 197.05 feet to the point of beginning containing 16.58 acres more or less.

As "OWNER" will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by the sewer by the present or future owners of said real estate except only as to such standard tap-in inspection fees and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGE

The area connection charges established by the City under the St. Joe Sanitary Interceptor Sewers Resolution No. 61-140-11 as recorded in ALlen County Recorder's Office under 74-22909 are hereby made applicable for the net "Area of the Developer" as shown on Exhibit "A." The total area of the developer is 39.38 acres. The unassessable acreage being parks, lakes, and street area equal 19.38 acres. The assessable acreage is 20.0 acres for residential purposes. The net assessment shall be 20.0 acres times $475.00 per acre totaling $9.500.00 payable in two installments of $4,750.00 and $4,750.00. The first installment shall be paid prior to the start of construction of Phase I Sanitary Sewers. The second installment shall be paid prior to the start of construction of Phase II Sanitary Sewers as shown in Exhibit "A."

5. BOND

This contract is subject to "OWNER" and/or his contractor furnishing a satisfactory Maintenance Bond for 25 percent of the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by "CITY."

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

"OWNER," for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

If further consideration and to induce "CITY" to execute and ratify this contract, said "OWNER," for himself, his successors and assigns, agrees by this contract to vest in "CITY" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

"OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER," its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER," his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

"OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or onwers of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said sewer, (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395)

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

ARTISANS-STAUFFER, INC.

Jeffrey A. Gilmore
Jeffrey A. Gilmore President

Jay Shipley Secretary

BOARD OF PUBLIC WORKS

BY:
Stephen A. Bailey, Chairman

BY: Betty R. Collins
Betty Collins, Member

BY: Jack Wilson Jr.

"CITY"
MAYOR

BY:
Win Moses, Jr.

ATTEST:

Helen V. Gochenour

Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

ASSOCIATE CITY ATTORNEY

STATE OF INDIANA
COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeffry A. Gilmore, President and Jay Shipley, Sec. who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 15th day of August, 19 83.

Betty J. Mitchell

Notary Public Betty J. Mitchell
Resident of Allen County

My Commission Expires:

May 5, 1985

STATE OF INDIANA
COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Win Moses, Jr., Mayor, City of Fort Wayne, Indiana, and Stephen A. Bailey, Chairman, Board of Public Works, and Betty R. Collins and Jack S. Wilson, Members, respectively, of the Board of Public Works, and acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 17 day of August, 1983.

Thelma A. Morris

ThelmA A. MorRis Notary Public
Resident of Allen County

My Commission expires:

Aug 2-1987

This instrument prepared by
Orrin Sessions

Form 1929

Improvement Resolution

73-150-24
8/17/83

FOR MISCELLANEOUS CONSTRUCTION
(AS NOTED)

No. 5990 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve safety by installing concrete median barrier in the 2100 block of North Clinton.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid from 1983 Revenue Sharing Funds.

Adopted, this 17 *day of* August, 1983.

ATTEST: Helen O. Gochenour
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Betty R Collins

WATER POLLUTION CONTROL UTILITY

EMERGENCY RESOLUTION NO. 73-139-1

8/8/83

WHEREAS, the Water Pollution Control Maintenance Department has been required to reconstruct a large number of catch basins for the resurfacing program of the City of Fort Wayne; and

WHEREAS, the exact quantity of twelve (12) inch cast iron traps required to purchase was unknown and the cast iron traps now in stock is found to be insufficient to complete the resurfacing program; and

WHEREAS, the immediate purchase of forty (40) of the twelve (12) inch cast iron traps is necessary to prevent any construction delays in the resurfacing program.

NOW, THEREFORE, the Board of Public Works declares that an emergency does exist to immediately purchase the required number of cast iron traps and directs the following actions to be taken:

1. The Water Pollution Control Maintenance Department shall prepare and submit a purchase requisition to the Purchasing Department for said iron traps.
2. The Purchasing Department shall, upon the receipt of this purchase requisition, immediately procure said iron traps.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

STEPHEN A. BAILEY, CHAIRMAN

Betty R. Collins
BETTY R. COLLINS, MEMBER

ATTEST:

Helen V. Gochenour
HELEN V. GOCHENOUR, CLERK

ESTIMATE OF QUANTITIES

RES. NO.

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

DATE :

W.O. # ______
Center Line Length ______
Property Frontage ______

5990 - 1983

Project Name :

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
1.	Concrete Removal (Including Curb Removal & Sawing)	135	S.Y				
2.	Removal Guardrail	200	L.F				
3.	Common Excavation	45	C.Y				
4.	Concrete Walk	488	S.F				
5.	Asphalt Patching	400	L.F				
6.	Concrete Median (Including Guardrail Over Manhole)	381	L.F				
7.	Seeding, Mulch & Fertilizer	120	S.Y				
8.	Maintaining Traffic (Including Signing & Flashing Arrow Sign)	1	L.S				

Sub Total		
Engineering & Inspection 10%		
Total Estimated Cost		

Note :

Sheet 1 of 1

73-134-28
8/12 '73
H.I.

BOARD OF PUBLIC WORKS CONTRACT FOR SPECIAL ATTORNEY SERVICES

THIS AGREEMENT, made and entered into between CITY UTILITIES of the City of Fort Wayne, Indiana and ROBERT L. THOMPSON, JR., attorney, witnesseth that:

WHEREAS, the Public Service Commission of Indiana (Commission) is presently considering a Petition of Indiana & Michigan Electric Company, in its Cause No. 37251, entitled "PETITION OF INDIANA & MICHIGAN ELECTRIC COMPANY, AN INDIANA CORPORATION, FOR AUTHORITY TO INCREASE ITS RATES AND CHARGES; TO FILE NEW SCHEDULES OF RATES, RULES AND REGULATIONS THEREFOR; AND TO REVISE RATES OF DEPRECIATION FOR THE SEVERAL CLASSES OF ITS UTILITY PROPERTY, and has provided for the input and participation of Intervenors therein, including City Utilities, in the name of the City, and

WHEREAS, City Utilities, the City and the citizens and businesses of the City are served by I&M, and will be substantially affected by issues determined in connection with said Petition, and

WHEREAS, City Utilities has determined that it is in its best interests to intervene and participate actively in the proceedings on said Petition, so as to promote a reasonable determination by the Commission of the issues presented and, ultimately, the level of rates to be approved for I&M; and to employ counsel with regulatory experience to represent it at the various stages of the proceedongs on said Petiton, and

WHEREAS, pursuant to IC 18-1-21-4, the Board of Public Works of the City of Fort Wayne, Indiana has authority to enter into contracts for services for the use and benefit of City Utilities,

NOW THEREFORE, IT IS HEREBY AGREED THAT:

1. City Utilities, by the Board of Public Works of the City of Fort Wayne, Indiana employs Robert L. Thompson, Jr., attorney, as its special counsel to represent it before the Commission in Cause No. 37251,

73-124-31
7/27/83
H.I.

RIGHT OF IMPROVEMENT AGREEMENT FOR THE
BARR STREET MARKET IMPROVEMENT PROJECT

Name of Owners: 333 E. Wayne [illegible]

Address of Affected Property: 333 E. Wayne Street

I, the undersigned, do hereby agree to allow the City of Fort Wayne to construct the below specified improvements on my private property in conjunction with the Barr Street Market Improvement.

Description of Improvements: Installation of ornamental iron fencing, curbing, trees, and other landscaping along the west edge of the parking lot property south of the National Mill Supply Building, adjacent to the new Market Plaza. Improvement area is approximately 7' wide and 50' long.

The City will bear all construction costs necessary for the aforementioned improvements. The above described improvements will be maintained by the owner of the parking lot.

I hereby agree to allow said improvements to remain on my property for a time not less than five (5) years, except as specified below:

> Extensive renovation or change of use of my property by me or a new owner from its present use that necessitates the removal or relocation of all or part of the described improvements.

All materials used in the above described improvement area shall be the property of the City of Fort Wayne. If the described improvements are altered or removed in any fashion, except under the conditions specified above, I, the undersigned property owner, shall bear all costs to restore my property to the condition after the above described improvements were completed. Any damage done to the property during the course of construction will be covered by the City of Fort Wayne.

July 18, 1983 (phone call)

July 27, 1983
Date

Accepted: Board of Public Works

Signature

Donald A Boldheim
Signature

Betty R. Collins

Lori J. Roukos
~~Notary~~ Witness

in the name of the City of Fort Wayne, Indiana.

2. Robert L. Thompson, Jr. agrees to serve as such special counsel, as set forth above, and to do such factual investigation, legal research, communication and participation in said cause as shall be necessary, and shall take such other legal action as shall be necessary, all at the direction of City Utilities.

3. City Utilities shall reimburse said special counsel, in the performance of said services, for his out of pocket expenses incurred, including long-distance telephone, travel, overnight lodging, and out of town meal expenses, and shall pay to said special counsel, for his services, compensation at the rate of $50.00 per hour for work performed in his office, and at the rate of $65.00 per hour for work performed out of his office.

4. The maximum reimbursement of expenses and compensation payable under this Contract shall be the sum of Fifteen Thousand Dollars ($15,000.00).

Dated this 3 day of August, 1983.

CITY UTILITIES OF THE CITY OF
FORT WAYNE, INDIANA

By____________________
By Betty L Collins
By____________________

Members of the Board of Public Works

____
WINFIELD C. MOSES, JR., MAYOR

____
Robert L. Thompson, Jr.

Improvement Resolution

FOR CURB AND SIDEWALK

73-134-23
8/3/83
H.I.

No. **5989** - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA

That it is deemed necessary to improve Barr Street from the south curb line of Main St. to the north curb line of Jefferson Blvd., as indicated on final drawings and specifications.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 3rd *day of* August, 1983

ATTEST: Helen D. Gochenaur
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Betty R. Collins

73-118-32
7/20/83
H.I.

SEWER IMPROVEMENT RESOLUTION NO. 390-83

HAZARD MITIGATION PROJECT AT WASTEWATER TREATMENT PLANT

CITY OF FORT WAYNE

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the Municipal Wastewater Treatment Plant be given added flood protection and, which from its size and character, is necessary for continued reception and proper treatment of the wastewater generated from its users, and because the plant's integrity must be kept, is hereby ordered.

FEDERAL EMERGENCY MANAGEMENT AGENCY

DAMAGE SURVEY REPORT NO. 044888 HAZARD MITIGATION

TO PROTECT WATER POLLUTION CONTROL PLANT

SCOPE OF PROPOSED WORK

The work requires the installation of flood stop gates, walls, and earthen embankments along with the necessary grading, surface restoration and appurtenances in accordance with the plans, profiles, special provisions and specifications now on file in the office of the Board of Public Works, City of Fort Wayne.

All work done in the making of the aforementioned public improvements shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the office of the Board of Public Works.

The total cost of said hazard mitigation at the Water Pollution Control Plant shall be paid by funds from the City Utilities of the City of Fort Wayne and Federal Disaster Aid Funds.

ADOPTED this 21 day of July, 1983.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

ATTEST:
Helen V. Gochenour
Helen V. Gochenour, Clerk

File

73-117-25

7/20/83 H.I.

BONAR & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
616 SOUTH HARRISON STREET • FORT WAYNE, INDIANA 46802
219-424-0318

July 5, 1983

City of Fort Wayne
Board of Public Works
City-County Building
Fort Wayne, IN 46802

SUBJECT: Rivergreenway - Joint Flood Levee
Project: Park Board & Board of Works

Members of the Board:

In accordance with the agreement between the Board of Works and the Park Board dated December 29, 1982, plans and specifications have been prepared, completed and approved by the Dept. of Natural Resources. Bids were received by the Park Board on June 3, 1983, and awarded to the low bidder, Fleming Excavating.

We are pleased to advise that the low bid received was well below the budgeted amount for this project. We have prepared an attachment from the bid received from Fleming Excavating to show the estimated cost to the Park Board and Board of Works. These costs may vary, depending upon the actual quantities used for construction, as this is a unit price contract. However, they should be close to the amounts shown. The contractor will be filing monthly requests for payment which we will review and forward to you for recommendation for payment.

The original estimated cost to the Board of Works was $165,000, which after extension of bid unit prices, is now estimated at $86,602.50. The Park Boards's original cost was estimated at $297,000 and is now estimated at $214,085.60. The figure for the Park Board will be increased to $354,738.60 because the contract award included Division II, Division III and some added alternates (see page 6 of attachment for breakdown).

The agreement between you and the Park Board of 12/29/82 stipulates that you are each responsible for the design and inspection fees for your respective sections of the project. Our fee for the Board of Works section for design was covered in our letters to you of October 28 and November 17, 1982, copies attached. We now need to agree upon the inspection fee for your portion.

We estimate the inspection fee for your portion will be approximately $4,000. We would suggest that this fee be covered under our existing contract with you dated March 16, 1982, which has been amended from time to

Improvement Resolution

FOR CURB AND SIDEWALK

73-11724
7/20/83
HI.

No. 5982 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by installing new curbs, sidewalks, catch basins, and pavement on Fruehauf Drive from Pontiac Street on the north to Manford on the south. This area is also known as GREATER MC MILLEN, PHASE II

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning Dept.

Adopted, this 26 *day of* July, 1983

ATTEST: Helen L. Dickinson
Secretary & Clerk

BOARD OF PUBLIC WORKS:
R Collins

time to cover additional services. Specifically, we are requesting that you authorize that the maximum fee as set forth in that contract currently at $60,000, be increased to $64,000 to cover this additional construction inspection cost.

If you concur with this, please indicate by signing at the space provided below and returning one copy to our office.

Sincerely,

Ron Bonar

Ronald L. Bonar, P.E.
President

RLB:rs

Maximum fee for contract dated 3/16/82 is hereby increased from $60,000 to $64,000. Approved this 20th day of July, 1983.

BOARD OF PUBLIC WORKS

Betty R. Collins

ATTEST:

Helen D. Gochenour

ESTIMATE OF QUANTITIES

RES. NO.

5982- 1983

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

DATE :

W.O. # ____________
Center Line Length ______
Property Frontage ______

Project Name : FRUEHAUF DRIVE (Pontiac to Manford)

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
1.	Common Excavation	1825	C.Y				
2.	Concrete Removal	300	S.Y				
3.	6" Concrete Pavement	3000	S.Y				
4.	Curbface Walk	9070	S.F				
5.	6" Concrete Drives	160	S.Y				
6.	Remove & Replace C.B. Type I-C	5	Ea.				
7.	30" Inlet, Type I-C	1	Ea.				
8.	RCP Pipe Class V 12" (Including #73 Stone Backfill)	130	L.F				
9.	Adjust Casting to Grade	5	Ea.				
10.	New Casting Type A or C	2	Ea.				
11.	Sub-surface Drain in Place (Including #8 Stone For Porous Backfill & 6 Oz./Yd.^{3} Engineering Fabrics	1700	L.F				
12.	Remove C.B.	1	Ea.				
13.	Bulkhead Pipes		L.S				
14.	Tree Removal	3	Ea.				
15.	Seed, Mulch, & Fine Grading	1000	S.Y				
	Sub Total						
	Engineering & Inspection 10%						
	Total Estimated Cost						

Note :

Sheet 1 of 1

35 UG
5-82 7-13-83

H1

CONRAIL

RECEIVED
SEP 19 1983
FORT WAYNE WATER UTILITY
ENGINEERING DEPT.

File: F-326
September 14, 1983

The City of Fort Wayne
Water Engineering Dept.
Room #710, City-County Bldg.
One Main Street
Fort Wayne, Indiana 46802

Attn.: Terry L. Atherton, P.E., L.S.
Chief Water Engineer

Gentlemen:

Attached, for your records, is fully executed copy of an agreement between your City and our Corporation dated May 31, 1983 covering one 8-inch potable water pipe encased in a 16-inch steel pipe at 1.10 mile north and 0.56 of a mile south of the Station of Fort Wayne, Allen County, Indiana.

Please contact K. E. Parish Area Engineer, located at Detroit, Michigan, Telephone: 313-496-4150 at least seven (7) working days prior to desire to start work. NO WORK CAN BEGIN UNTIL THIS IS DONE AND AUTHORIZATION OBTAINED FROM MR. PARISH.

Your attention is again called to Paragraph 19 of the attached agreement and the last paragraph of our letter of June 6, 1983 concerning your obtaining approval of installation procedures.

Very truly yours,

C. E. Wogan/rum
C. E. Wogan
General Manager-Contracts

BOARD OF PUBLIC WORKS
FEB 29 1984

1528 Walnut Street
Room 801
Philadelphia, PA. 19102

(215) 893-6396

Attachment
CFM/dkm

CONSOLIDATED RAIL CORPORATION 1528 WALNUT STREET PHILADELPHIA, PA 19102

73-108-20
7/13/83 HI

JUL 13 AM 9:27

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

IN THE ALLEN CIRCUIT COURT
CAUSE NUMBER CC-81-1626

FINANCIAL MANAGEMENT SERVICES, INC.,
PLAINTIFF

VS.

JOHN HARTMAN CONSTRUCTION, INC., d/b/a JOHN HARTMAN CONSTRUCTION CO. and JOHN HARTMAN, individually,
DEFENDANTS

STIPULATION AS TO DISTRIBUTION OF PROCEEDS AND ORDER THEREON

WHEREAS, Financial Management Services, Inc. and the Treaty Company have a judgment against John Hartman Construction, Inc., John Hartman Construction Co. and John F. Hartman, individually; and

WHEREAS on October 27, 1982 this Court issued an Order on behalf of said Financial Management Services, Inc. to the City of Fort Wayne attaching proceeds held by the City of Fort Wayne due and owing to John Hartman Construction, Inc. or John Hartman Construction Co.; and

WHEREAS Mid-West Tile and Concrete Products, Inc. has a judgment against John Hartman Constuction, Inc. in the Allen Circuit Court; and

WHEREAS said Mid-West Tile and Concrete Products, Inc. issued an Order on the City of Fort Wayne on June 7, 1983 ordering the City of Fort Wayne to pay proceeds that it owes to John Hartman Construction, Inc. to it; and

WHEREAS certain contests have arisen concerning the priorities of these Orders;

Now, therefore, the parties stipulate as follows:

1. Financial Management Services, Inc. by counsel and Mid-West Tile and Concrete Products, Inc., by counsel herewith stipulate that any funds held by the City of Fort Wayne which are due and owing to John Hartman Construction, Inc. or John Hartman Construction Co. shall be paid to Financial Management

CE 66 R3 8-

73-109-23
7/13/83
H.I.

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made this Thirty-First day of May, 19 83 between CONSOLIDATED RAIL CORPORATION, a Pennsylvania Corporation

party of the first part (hereinafter called "Railroad") and THE CITY OF FORT WAYNE, a Political Sub-Division of the State of Indiana

, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, ~~as a temporary license~~, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 8-inch ductile iron forced potable water pipe encased in a 16-inch steel pipe through the lands and under and across the roadway and tracks in Allen County, Indiana, in the vicinity of West Jefferson Boulevard, as follows:

1) Located on the Fourth Street Industrial Track of Railroad (formerly held by Fort Wayne and Jackson Railroad Company) at Valuation Station 94+85±, located 391 feet south of Mile Post - 1 and 1.10 miles north of the Station of Fort Wayne, and

2) Located on the Grand Rapids Branch of Railroad (formerly held by Grand Rapids and Indiana Railway Company) at Valuation Station 4931+89±, located 3131 feet south of Mile Post 94 and 0.56 of a mile south of the Station of Fort Wayne.

Services, Inc. and Mid-West Tile and Concrete Products, Inc. on a pro rata basis, Financial Management Services, Inc. receiving 75% of the funds being held by the City of Fort Wayne and Mid-West Tile and Concrete, Products, Inc. receiving 25% thereof to be applied to their respective judgments in the Allen Circuit Court.

SNOUFFER, HALLER & COLVIN
ATTORNEY FOR FINANCIAL
SERVICES, INC.

BY: Stephen E Lewis
STEPHEN E. LEWIS

HIGGINS, SWIFT & FINLAYSON
ATTORNEY FOR MID-WEST TILE
AND CONCRETE PRODUCTS, INC.

BY:
CRAIG R. FINLAYSON

ORDER

It is therefore, ordered, adjudged and decreed that the City of Fort Wayne, garnishee defendant, is herewith ordered to pay 75% of the funds that it holds which are due and owing to John Hartman Construction, Inc. or John Hartman Construction Co. to Stephen E. Lewis, as attorney for Financial Management Services, Inc. and 25% of said funds to Craig R. Finlayson as attorney for Mid-West Tile Products, Inc. The Order herein is a continuing lien upon any sums due and owing John Hartman Construction, Inc. and John Hartman Construction Co.

So ordered this 24th day of June, 1983.

JUDGE, ALLEN CIRCUIT COURT

014/e

in accordance with construction plans V-10129
submitted by Licensee to and approved by the Chief Engineer of Railroad, incorporated herein by reference; also in accordance with current issues of Railroad Specifications Nos. CE 4 and/or CE 8; and shown on Plan No. F-326 , dated May 24, 1983 , marked Exhibit "A," attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit:

1. The Licensee shall pay to the Railroad upon the execution hereof, the sum of Two Thousand, Two Hundred Twelve Dollars ($ 2,212.00) as reimbursement for the rights granted in this Agreement.

2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined on Page 1. No departure shall be made at any time therefrom except upon permission in writing granted by the Chief Engineer of Railroad, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situate, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Chief Engineer of Railroad, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of the Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of the Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of Licensee, the Railroad shall have the right to place such inspectors, flagmen or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain the written approval of the Chief Engineer of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. In that event, Railroad reserves the right to assess additional charges.

4. (a) The Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

5. (a) The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of the Railroad.

(b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the property of the Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon, or in the property of the Railroad.

6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (a) It is understood between the parties hereto that the operations of the Railroad at or near said FACILITIES involve some risk, and the Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the FACILITIES (and contents thereof) of the Licensee that are over, under, upon, or in the property and facilities of the Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of the Railroad or otherwise.

(b) And the Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of the Railroad.

(c) If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by the Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to the Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said FACILITIES. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

9. The Licensee shall, at its sole cost and expense, upon request in writing of the Railroad, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property and facilities of the Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the Railroad upon land now or hereafter owned or used by the Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the

original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then the said Licensee shall make such adjustments or relocations in its facilities as are over, upon or in the property and facilities of the Railroad as may be required by the said Railroad or its grantee; and if the Licensee shall fail or refuse to comply therewith, then the duly authorized agents of the Railroad may make such repairs or adjustments or changes in location and provide necessary material therefor.

10. Upon termination of this Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any liability accrued prior thereto, and the Licensee shall remove its said FACILITIES and appurtenances from Railroad property and right-of-way, and all property of the Railroad shall be restored in good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee, and the Railroad shall not be liable in any manner to the Licensee for said removal.

11. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

12. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so to do, then Railroad may do so, and the Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.

14. The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page one without the consent and agreement in writing of the Railroad being first had and obtained.

15. This Agreement shall be terminable upon mutual consent of the parties hereto, provided that this Agreement may be terminated by the Railroad upon the violation of any of the terms, covenants and conditions of this Agreement on the part of the Licensee.

16. This Agreement shall take effect as of the First day of June A.D. 19 83 , subject to the provisions of Paragraph 19.

17. Anything herein contained to the contrary notwithstanding, there shall be no obligation on the part of the Railroad to continue operation of the line of railroad in the vicinity of the FACILITIES to prevent the termination of the Licensee's occupation rights at any crossing or occupation covered hereunder on account of an abandonment of line or service by the Railroad; nor shall there be any obligation upon the Railroad to perfect its title in order to continue in existence the said occupation rights after such abandonment of line or service.

18. This Agreement is authorized to be entered into by Resolution, or Ordinance No. 73-109-23 Adopted July 13, 1983, By The Board of Public Works, a Certified copy of which is attached hereto.

19. This Agreement will not become valid until the method of installation and all related matters have been approved by the Chief Engineer - Design and Construction of Railroad or his duly designated representative.

20. Automobile mileage charges incurred by aforementioned Railroad Inspectors, Flagmen or Watchmen in connection with the installation, maintenance, etc., of said facility will be based on allowances approved by The United States Government in effect at the time the expenses are incurred.

73-109-23
7/13/83 A.I.

CERTIFICATION OF RESOLUTION

The undersigned clerk of the Board of Public Works of the City of Fort Wayne, Indiana herewith certifies that at a regularly held meeting of said Board held on August 5, 1983, said Board adopted the following resolution:

> Be it resolved, that the Board of Public Works of the City of Fort Wayne, Indiana for and on behalf of said City enter into that certain "License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occuptions" with Consolidated Rail Corporation dated 5/31/83.
>
> Be it further resolved, that the clerk of the Board of Public Works of the City of Fort Wayne, Indiana furnish said Consolidated Rail Corporation with a certified copy of the foregoing resolution.

This resolution appears in Minute Record Book 73, Page 109, Paragraph 23, of the Records of the Board of Public Works, Fort Wayne, Indiana.

Helen V. Gochenour
Helen V. Gochenour, Clerk
Board of Public Works
City of Fort Wayne, Indiana

CE-65
CE-66
10-70

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article 14 of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

WITNESS:

Mary D. Faulkner

CONSOLIDATED RAIL CORPORATION

BY CW Owens
C. W. Owens
VP-Engineering & Staff

WITNESS:

Helen V. Gochenaur
Clerk

THE CITY OF FORT WAYNE

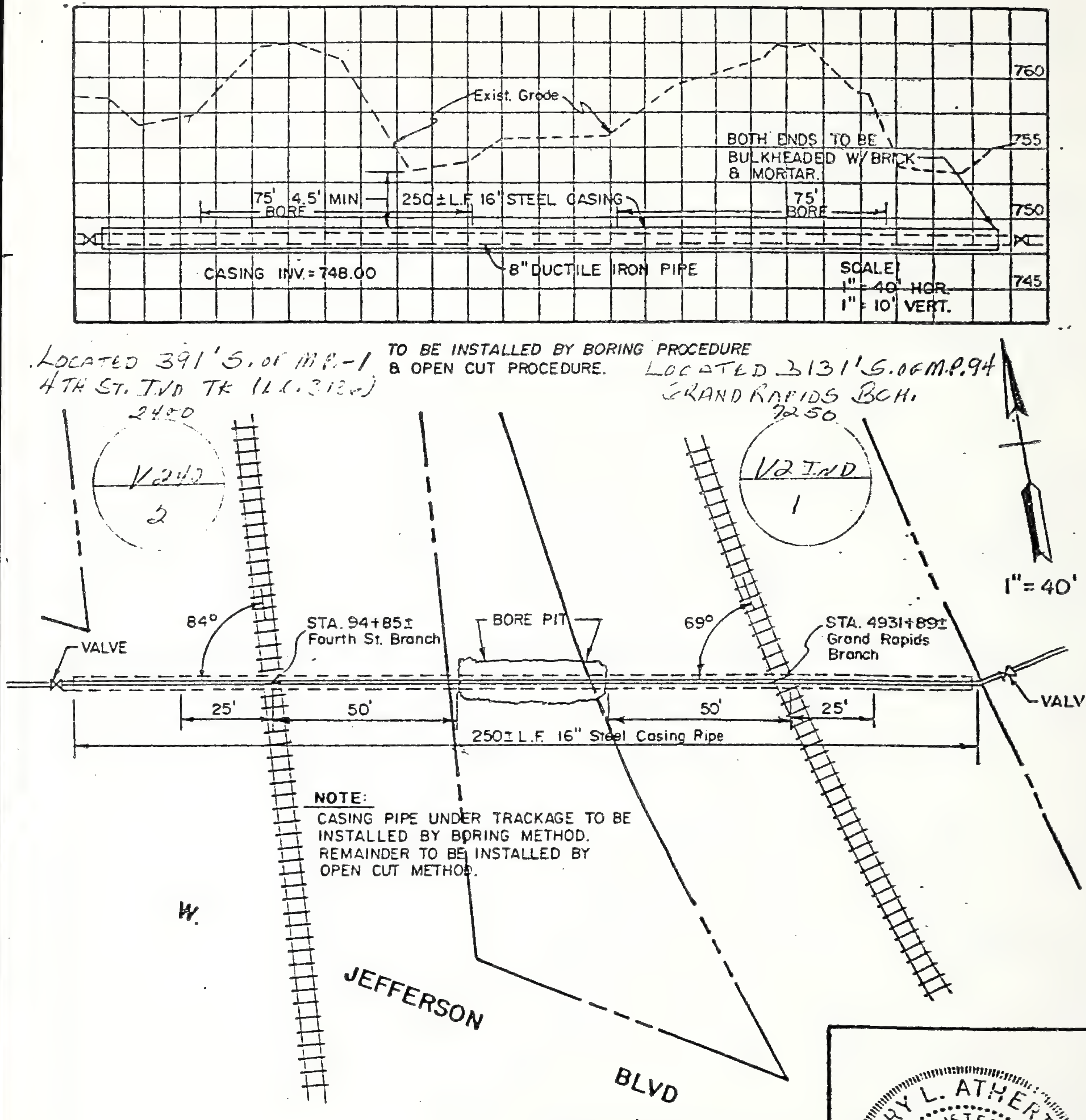
BY
Its

BY Betty R. Collins

ANY CORRESPONDENCE IN CONNECTION WITH THE CONTENTS OF THIS AGREEMENT, EXCEPT AS RELATED TO BILLING, SHOULD BE ADDRESSED TO:

CONSOLIDATED RAIL CORPORATION
1528 WALNUT STREET
PHILADELPHIA, PA. 19102

ATTN: GENERAL MANAGER - CONTRACTS


760
755
750
745
Exist. Grade
BOTH ENDS TO BE BULKHEADED W/ BRICK & MORTAR.
75' BORE
4.5' MIN
250 ± L.F. 16" STEEL CASING
75' BORE
CASING INV. = 748.00
8" DUCTILE IRON PIPE
SCALE: 1" = 40' HOR. 1" = 10' VERT.
2450
V2 IND 2
7250
V2 IND 1
1" = 40'
84°
STA. 94+85± Fourth St. Branch
BORE PIT
69°
STA. 4931+89± Grand Rapids Branch
VALVE
VALVE
25'
50'
50'
25'
250± L.F. 16" Steel Casing Pipe
W.
JEFFERSON
BLVD

TO BE INSTALLED BY BORING PROCEDURE & OPEN CUT PROCEDURE.

LOCATED 391' S. OF M.P.-1
4TH ST. IND TK (L.C. 312[illegible])

LOCATED 3131' S. OF M.P. 94
GRAND RAPIDS BCH.

NOTE:
CASING PIPE UNDER TRACKAGE TO BE INSTALLED BY BORING METHOD. REMAINDER TO BE INSTALLED BY OPEN CUT METHOD.

FORT WAYNE, IND.
EXHIBIT "A"
R.R. FILE: F-326
MAY 24, 1983

TERRY L. ATHERTON
REGISTERED
No. 18857
STATE OF INDIANA
PROFESSIONAL ENGINEER

FT. WAYNE WATER UTILITY
— V-10129 —

F-326

RECEIVED

SEP 19 1983

FORT WAYNE WATER UTILITY
ENGINEERING DEPT.

73-108-27
7/13/83
H.I.

CITY OF FORT WAYNE
MEMORANDUM OF AGREEMENT FOR PROFESSIONAL & TECHNICAL SERVICES
(BOARD OF PUBLIC WORKS)

THIS AGREEMENT, entered into this 1st day of July, 1983, between THE CITY OF FORT WAYNE, INDIANA, DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING, (hereinafter referred to as "CD&P") and THE CITY OF FORT WAYNE, INDIANA, BOARD OF PUBLIC WORKS (hereinafter referred to as "The Board").

WITNESSETH:

WHEREAS, the City of Fort Wayne and, under date of July 1, 1983, entered into an Agreement with the United States Department of Housing and Urban Development for providing financial aid to the City of Fort Wayne, to be administered by CD&P under the 1974, 1977, and 1980 Housing and Community Development Act.

WHEREAS, pursuant to such Agreement, CD&P desires to engage the Board to render certain technical and professional services in connection with such undertakings of CD&P.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES - The Board shall perform necessary services provided under this Memorandum of Agreement in connection with the aforementioned Agreement between the City of Fort Wayne and the United States Department of Housing and Urban Development required to carry out capital improvements in the target neighborhoods as identified by CD&P. These services shall include the following:

A. Upon receipt of request from CD&P, assign Board Order number, authorize preliminary engineering, and assign project to either street or light engineering and technical services.

B. Project Engineer will schedule time with Neighborhood Planner to walk through project area.

C. Provide engineers preliminary conceptual project design for Capital Improvement Projects to CD&P for approval. The engineer's preliminary conceptual design shall include a quarter section map drawing of the areas where the project is located; explanation of the proposed scope of project including any trees which are designated for removal; estimated time of the proposed field survey according to the size of project; estimated time for project construction according to size of project.

D. Maintain contact with utilities throughout project to assure that existing services will not be disturbed or damaged.

E. Upon written notice of approval from CD&P, prepare final design plans.

F. Advertise approved project for bid in accordance with approved HUD guidelines and standards.

G. Provide engineers final project plans, cost estimate, and specifications to CD&P.

WATER UTILITY EMERGENCY RESOLUTION NO 73-105-1
7/12/83

WHEREAS, an existing twenty-four (24) inch diameter St. Joseph water feeder main has shown evidence of a leak at the southwest corner of the Water Filtration building; and

WHEREAS, this feeder main is approximately five (5) to fifteen (15) feet deep and may not be within the capabilities of the Water Maintenance Department to repair at such depth; and

WHEREAS, this feeder main may rupture and cause both damage to the Water Filtration building and a loss in pressure to the water distribution system of the utility, an emergency exists to immediately repair the leak.

NOW, THEREFORE, the Board of Public Works declares that an emergency does exist to immediately repair the leak in said feeder main and directs the following actions to be taken:

1. The Water Engineering Department is to prepare a purchase requisition for T & G Excavation, Inc., to repair said feeder main leak.
2. The Purchasing Department shall, upon the receipt of the purchase requisition, issue a purchase order to T & G Excavation, Inc.
3. The Chief Water Engineer and Water Filtration Superintendent shall be jointly in charge of, and responsible for, the inspection of the repair to said feeder main.

Adopted this 12th day of July, 1983

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Stephen A. Bailey
STEPHEN A. BAILEY, CHAIRMAN

Betty R. Collins
BETTY R. COLLINS, MEMBER

ATTEST:

Helen V. Gochenour
HELEN V. GOCHENOUR, CLERK

H. Upon receipt of bids, provide CD & P with engineers bid analysis tabulation and recommendation for contract award to CD & P for approval.

I. Upon receipt of written approval, award contract and issue Proceed Order.

J. Designated project engineer shall be responsible for requesting construction staking and inspection activities required.

K. Provide all project engineers drawings to surveyors and inspection divisions.

L. Conduct adequate inspections during work on project and accept project that complies with the contractual requirements.

M. Engineer will schedule walk through of completed project area with neighborhood planner prior to acceptance.

N. After receipt of invoice for contractor payment, verify and approve quantities. Submit engineer approved invoice to CD & P for processing and approval.

O. Insure that all costs charged to project, including survey and inspection work, are included in the total final project cost.

P. Following final inspection by engineer and neighborhood planner, process work order, close out project, and remove from active work list.

2. TIME OF PERFORMANCE - The services will commence on July 1, 1983, and shall be completed on June 30, 1984.

3. COMPENSATION - The Board shall be compensated for engineering services at the prevailing hourly rate for costs of services rendered and accepted under this Agreement and other approved allowable and allocable costs incidental to rendering those services.

4. METHOD OF PAYMENT - The Board shall submit monthly invoices in a form prescribed by CD & P through CD & P to the City Controller for payment of the costs incurred during the period billed.

5. TERMINATION FOR CONVENIENCE OF CD & P - CD & P may terminate this Agreement anytime by providing a written notice to the Board at least thirty (30) days prior to the time the Agreement is to be terminated. If the Agreement is terminated by CD & P pursuant to this clause, the Board will be paid for the services provided up to the termination date. In the event of termination pursuant to this clause, all work, including finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Board under this Agreement shall at the option of CD & P become CD & P's property.

6. CHANGES - CD & P may, at any time, by written order, make changes within the general scope of this Agreement. If any such change results in an increase or decrease in the cost of performance of any work under this contract, whether changed or not by such order, shall result in an equitable adjustment to be made in the limitation cost. Any claim by the Board for adjustment under this clause shall be submitted to CD & P in writing within thrity (30) days after issuance of the change order. All such change orders and resultant compensation shall be incorporated in written amendments to this Agreement.

7. INSPECTION OF SERVICES - CD & P shall at all reasonable times have access to the pertinent offices and work sites and books and records of the Board for inspection of the services performed under this Agreement.

8. RECORDS AND AUDITS - The Board shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be required by the City, or by federal or state statutes, rules, or regulations to assure proper account for all project funds, both federal and nonfederal. These records will be made available for audit purposes to CD & P, the City of Fort Wayne, or any authorized federal or state government agency, and will be retained for three (3) years after the expiration of this Agreement.

9. INFORMATION CONFIDENTIAL - All of the reports, information, data, and all other work product or assembled by the Board under this Agreement shall not be made available to any individual or organization without the prior written approval of CD & P.

10. COPYRIGHT - No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Board or its employees.

11. ASSIGNABILITY - The Board shall not assign any interest in this Agreement, and shall not transfer any interest in the same, (whether by assignment or novation), without the prior written consent of the CD & P thereto.

12. SUBCONTRACTING - None of the services covered by this Agreement shall be subcontracted or contracted out without the prior written consent of CD & P.

13. CONFLICT OF INTEREST - The Board covenants that it and none of its employees presently have any interest and shall not acquire any interest, direct or indirect, in the CD & P program area of the City of Fort Wayne, or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of its or its employees services hereunder. The Board further covenants that in the performance of this Agreement no person having any such interest shall be employed.

14. EQUAL EMPLOYMENT OPPORTUNITY - All agreements and subagreements in excess of Ten Thousand Dollars ($10,000.00) will comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" as supplemented by appropriate regulations. The Board or any subgrantees shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, and age and which specifies goals and target dates to assure the implementation of that plan. The Board shall establish procedures to assure compliance with this requirement by any subcontractors and will assure that suspected or reported violations are promptly investigated and reported.

15. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 -

(a) No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES.

(a) The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 required that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development including all applicable rules and orders of the Department issued prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The Board will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The Board will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Board will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

17. SECTION 503 HANDICAPPED (IF $2,500 OR OVER) AFFIRMATIVE ACTION FOR HANCAPPED WORKERS

(a) The Board will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Board agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Board agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Board's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Board agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Commission's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Board will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Board is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Board will include the provisions of this clause in every subcontract or purchase order to $2,500 or more unless exampted by rules, regulations, or orders of the Secretary issued purusant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

18. SECTION 402 (IF $10,000 OR OVER) AFFIRMATIVE ACTION OR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The Board will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Board agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment, upgrading, demolition, or transfer recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Board agrees that all suitable employment openings of the Board which exist at the time of the execution of this Agreement and those which occur during the performance of this Agreement, including those not generated by this Agreement and including those occurring at an establishment of the Board other than the one wherein the Agreement is being performed but excluding those of independently operated corporated affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Board further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relive the Board from any requirements in Executive Orders or regulations regarding nondescrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Board has more than one hiring location in the state, with the central office of that state employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Board shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Agreement identifying data for each hiring location. The Board shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under this Agreement, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the CD & P Director or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the Board becomes contractually bound to the listing provisions of this clause, it shall advise the mployment service system in each state where it has establishments of the name and location of each hiring location in the state. As long as the Board is contractually bound to these provisions and has so advised the state system there is no need to advise the state system of subsequent contracts. The Board may advise the state system when it is no longer bound by this Agreement clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the Board proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office, laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment. It does not include openings which the Commission proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the government. (2) "Appropriate office of the state employment service system" means the local office of the federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands. (3) "Openings which the Board proposes to fill from within its own organization" means employment openings for which no consideration will be given to persons outside the Board's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Board proposed outside the Board's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Board proposes to fill from regularly established "recall" lists. (4) "Openings which the Board proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Board proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Board and representatives of his employees.

(i) The Board agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the Board's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The Board agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Board's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The Board will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Board is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans of the Vietnam era.

(m) The Board will include the provisions of this clause in every subcontractor or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Board will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

19. AGREEMENT CONTINGENT ON FEDERAL FUNDING - Funding for the services to be rendered under this Agreement is provided under a Community Development Block Grant. Continuance of this Agreement is contingent upon the continuing provision of funds under a Community Development Block Grant.

20. OPTION TO EXTEND AGREEMENT - This Agreement may be extended on the same terms and conditions for a one year period until June 30, 1985 by CD&P; sending written notification to the Board not later than thirty (30) days before this Agreement is to expire.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Abraham K. Farkas, Director
Community Development & Planning

Betty R. Collins

Betty R. Collins, Member

WATER UTILITY EMERGENCY RESOLUTION NO. 73-103-4
H.I

WHEREAS, the City of Fort Wayne has entered into a contract with Land Excavating, Inc., to construct a new storm sewer system in the Michigan Avenue area; and

WHEREAS, an existing sixteen (16) inch diameter water main has been found to be in direct grade conflict with the proposed new storm sewer installation; and

WHEREAS, it has been determined that this water main will have to be relocated at Michigan and Nelson Avenues in order to complete the new storm sewer system; and

WHEREAS, this water main is approximately twelve (12) feet deep and is not within the capabilities of the Water Maintenance Department to relocate this size of water main at such a depth; and

WHEREAS, an emergency exists to relocate this water main immediately and complete the new storm sewer system construction.

NOW, THEREFORE, the Board of Public Works does hereby declare an emergency exists to immediately relocate said water main and directs the following actions to be taken:

1. The Water Engineering Department is to receive a firm quote from Land Excavating, Inc., for the installation only of the required relocation of said water main and shall determine if said cost is reasonable.

2. The Water Maintenance Department shall obtain and furnish Land Excavating, Inc., with all necessary materials for the installation of said water main.

3. The Purchasing Department shall issue a purchase order to Land Excavating, Inc., for the installation only of the relocation of said water main upon written notice to do so from the Chief Water Engineer.

Adopted this 8th day of July, 1983

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

STEPHEN A. BAILEY, CHAIRMAN

Betty R. Collins
BETTY R. COLLINS, MEMBER

ATTEST:

Helen V. Gochenour
HELEN V. GOCHENOUR, CLERK

Improvement Resolution

FOR MISCELLANEOUS CONSTRUCTION
(AS NOTED)

73-98-7
7/6/83
H.I.

No. 5974 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA

That it is deemed necessary to improve by removal the abandoned Penn-Central Railway Co. Railroad Bridges on Lafayette Street between Brackenridge and Murray Streets.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the United States Postal Service.

Adopted, this 6th *day of* July, 1983

ATTEST: Helen O. Gochenour
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Betty L. Collins

73-98-6
7/6/83
H.I.

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5988 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. FAIRFIELD AVENUE - From the south curb line of Pettit Avenue to the south property line of Fairwick Lane.
2. RIVER FOREST DRIVE - From the north curb line of Vance Avenue to the south pavement line of St. Joe River Drive.
3. HESSEN CASSEL RD. - From the south curb line of Paulding Road to the north pavement line of Tillman Road.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated from LRS Funds.

ADOPTED, this 6th day of July, 1983.

ATTEST: Helen U. Gochenour
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

73-92-28
6/29/83
H.I.

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5987 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. RUDISILL BOULEVARD - From the east property line of Harrison Street, as platted, south to the west property line of South Wayne Avenue.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated from LRS Funds.

ADOPTED, this 29th day of June, 1983.

ATTEST: Helen V. Gochenour
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

THREE RIVERS TITLE
COMPANY, INC. T.I.

13-31-26
6/29/83
H.I.

AGREEMENT FOR RELEASE OF DRAINAGE EASEMENT

83-014080

THIS AGREEMENT by and between JOSEPH B. and AUDREY M. CLOSE, husband and wife, of Allen County, Indiana, hereinafter jointly referred to as "OWNER," and the CITY OF FORT WAYNE, INDIANA, acting through its Board of Public Works, hereinafter referred to as "CITY," WITNESSETH THAT:

WHEREAS, OWNER did convey a drainage easement to CITY over a portion of Block A Enterprise Center, Section 1, more particularly described within Instrument 79-27850, and,

WHEREAS, OWNER desires that a portion of the aforedescribed drainage easement be released, and,

WHEREAS, CITY recognizes the portion of drainage easement requested be released is not necessary for hydraulic capacity of the natural drain, but to provide storage to alleviate surface water problems downstream, and,

1983 JUL -1 PM 1:24
ALLEN COUNTY RECORDER
Virginia J. Young

WHEREAS, the description of the drainage easement being requested by OWNER to be released is as follows, and is shown on Exhibit "A," to-wit:

> Part of Block A, Enterprise Center, Section I in Section 33, Township 31, Range 12 East in Allen County, Indiana, more particularly described as follows:
>
> Commencing at the Northwest corner of said Block A, as recorded in Plat Book 32, page 69, said corner being marked by an iron pin; thence East along the South right-of-way line of Collins Road, 662.00 feet to an iron pin; said pin being 370.0 feet West of the Northeast corner of said block; thence South by a deflection right to 90 degrees 00 minutes 00 seconds 475.5 feet along the East property line of said part of said Block A to a point on the South line of said block, said point being marked by an iron pin and being 120.0 feet west of the Southeast corner of said block; thence West by a deflection right of 90 degrees 00 minutes 00 seconds along the South line of said block 180 feet to the Point of Beginning, thence continuing West 90 feet; thence North by a deflection right of 90 degrees 00 minutes 00 seconds 50 feet to a point, thence Northeasterly to a point 180 feet West of the aforementioned East property line and 120 feet North of the aforementioned South property line, thence South along a line parallel to the aforementioned East property line to a point 30 feet West of the East property line and on the South property line of the Point of Beginning.

NOW, THEREFORE, CITY releases to the OWNER and allows OWNER to fill the above described easement area to OWNER providing, that:

1. OWNER shall submit to CITY certified cross sections of the drainage storage easement both before and after reference filling takes

DULY ENTERED FOR TAXATION
JUL 1 1983
AUDITOR OF ALLEN COUNTY

8 00 ck w

73-91-23
6/29/83
H.I.

STREET LIGHTING RESOLUTION NO. 175-83

Poplar N.S.A.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light the Poplar N.S.A., more specifically defined as Dewald St. from Fox Ave. to Broadway, Miner St. from Dewald St. to Creighton Ave., Fox Ave. from Creighton Ave. to Poplar St. all in accordance with the detailed drawings and specifications on file in the Office of the Department of Public Works of said City; and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Adopted,this 29th day of 1983 June

BOARD OF PUBLIC WORKS

Chairman

Betty R. Collins
MEMBER

MEMBER

ATTEST:

Helen C. Gochenour
Clerk

place, and said cross sections must show that there be no decrease in volume storage within said detention area.

2. OWNER shall pay all costs for construction and engineering.

EXECUTED this 29th day of June, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

OWNERS:

Joseph B. Close

Joseph B. Close

Audrey M. Close

Audrey M. Close

ATTEST:

Helen V. Gochenour Clerk

Helen V. Gochenour, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared JOSEPH B. and AUDREY M. CLOSE, husband and wife, each being over the age of twenty-one (21) years who acknowledged the execution of the foregoing Release as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 21st day of June, 1983.

Margaret S. Drake

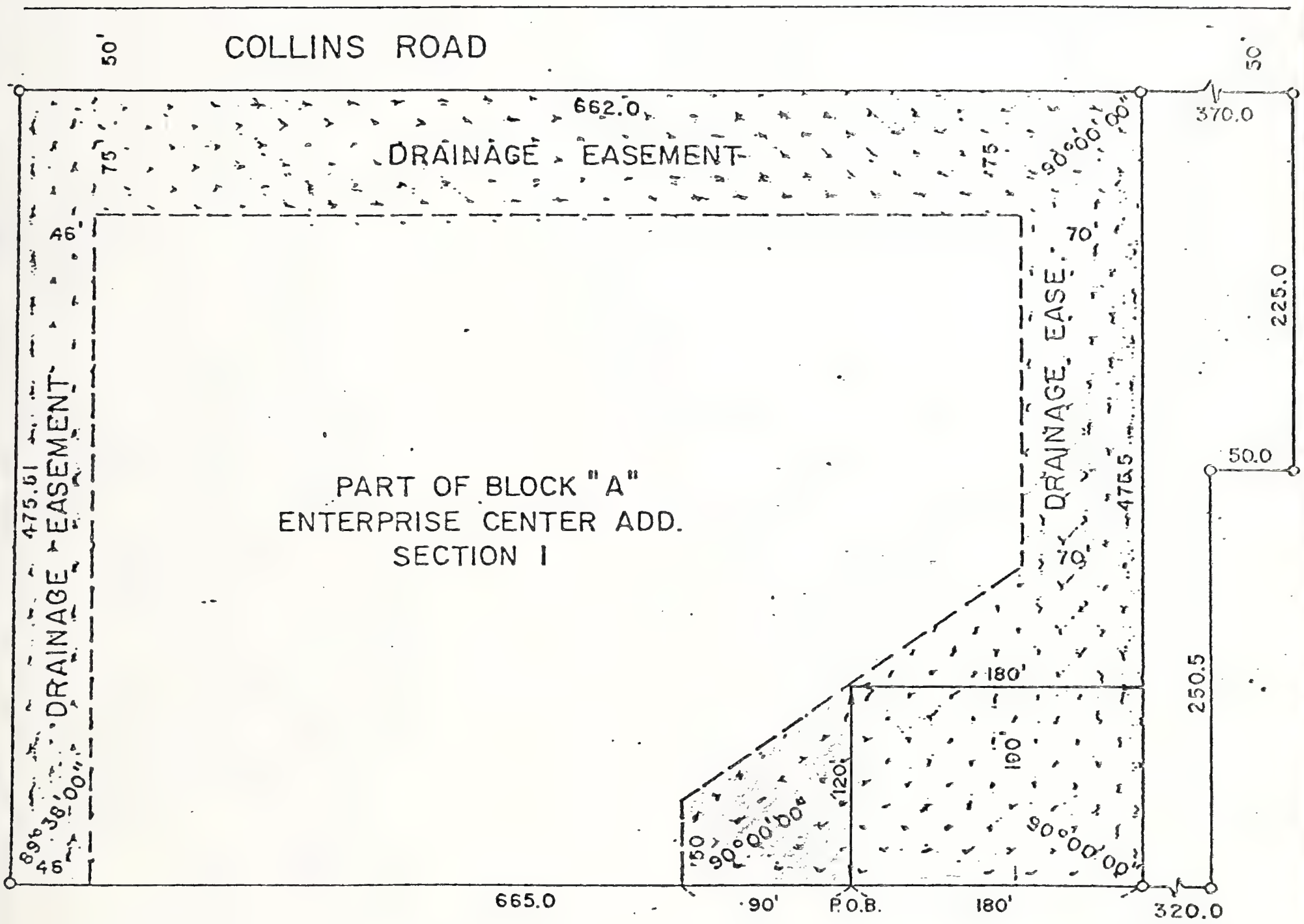
Margaret S. Drake
a resident of Allen County, Indiana

My Commission Expires:

July 1, 1984

Prepared by: EDWARD J. MOPPERT

WPCLET/Job F


COLLINS ROAD
50'
50'
662.0
DRAINAGE EASEMENT
75
75
90°00'00"
370.0
46'
70'
225.0
DRAINAGE EASEMENT
475.61
DRAINAGE EASE.
475.5
50.0
PART OF BLOCK "A"
ENTERPRISE CENTER ADD.
SECTION 1
70'
180'
250.5
120
180
89°38'00"
46'
30
90°00'00"
90°00'00"
665.0
90'
P.O.B.
180'
320.0

SCALE: 1"=100'

▨ EXISTING DRAINAGE EASEMENT PER INSTRUMENT #79-27850

▨ PORTION OF DRAINAGE EASEMENT TO BE VACATED

EXHIBIT "A"

PREPARED BY C. DUANE EMBURY

73-91-22
6/29/83
H-I.

STREET LIGHTING RESOLUTION NO. 174-83

Hoagland-Masterson N.S.A.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light the Hoagland-Masterson N.S.A. more specifically defined as Brandriff St. from Hoagland Ave. to Webster St., Webster St. from Melita St. to Harrison St., Wallace St. from Webster St. to Harrison St., Masterson Ave. from Hoagland Ave. to Harrison St. all in accordance with the detailed drawings and specifications on file in the office of Department of Public Works of said City; and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Adopted, this 29th day of June 1983, 1983

BOARD OF PUBLIC WORKS

Chairman

Betty R. Collins
Member

Member

ATTEST:

Helen O. Gochenour
Clerk

72-91-21
6/29/83
H.I.

STREET LIGHTING RESOLUTION NO.173-83

Hamilton Park N.S.A.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light the Hamilton Park (H.A.N.D.) N.S.A., more specifically defined as Third St. from St. Mary's Ave. to Schilling Ave., Franklin St. from Third St. to Sinclair St., Sinclair St. from Schilling Ave. to Leora St. all accordance with the detailed drawings and specifications on file in the office of Department of Public Works of said City; and such lighting in now ordered.

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Adopted, this 29th day of June 1983

BOARD OF PUBLIC WORKS

Chairman

Betty R. Collins
Member

Member

Attest:

Helen D. Gochenour
Clerk

73-90-20
6/29/83
H.I.

Street Lighting
RESOLUTION NO. 177-83

WELLS STREET

Be it hereby resolved by the Board of Public Works of the City of Fort Wayne, Indiana that it is deemed necessary to improve Wells Street from First Street to Huffman Street with ornamental street lighting with underground wiring, replacement of curb and sidewalk as needed, and repair of drainage structures all in accordance with the plan and specifications on file in the office of said Board of Public Works and such improvement is hereby ordered.

The cost of the improvement is to be paid for with monies from the Department of Community Development as provided by Title I of the 1974 Housing and Community Development Act.

Adopted this 29th day of June 1983

BOARD OF PUBLIC WORKS

Chairman

Betty R. Collins
Member

Member

ATEST:

Helen V. Gochenour
Clerk

EMERGENCY RESOLUTION NO. 73-85-31

WHEREAS, a pavement blow-up occurred in the southbound lane of the 6500 block of North Clinton Street in the vicinity of Washington Square; and

WHEREAS, Street Engineering Department determined an Emergency existed for immediate barricading and repair to protect the safety and welfare of motorists; and

WHEREAS, an Emergency Purchase Order No. 27152 was issued by the Purchasing Department to Three Rivers Barricade & Equipment Co. for barricades; and

WHEREAS, Street Engineering received bids from Moellering Construction Co., Inc. in the amount of $3,690.50; John Dehner, Inc. in the amount of $3,772.70; and L. W. Dailey, Inc. in the amount of $4,021.00.

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists to repair said pavement and requests the Purchasing Department to issue a purchase order to Moellering Construction Co., Inc. for the lowest bid in the amount of $3,690.50.

Adopted this date: June 22, 1983

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

ATTEST:

Helen V. Gochenour

Helen V. Gochenour, Clerk

Improvement Resolution

FOR CURB AND SIDEWALK

73-82-20
6/22/83
H. I.

No. 5986 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Concrete Pavement on Cloverbrook Drive between Mono Gene Drive and Heritage Drive

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid from Revenue Sharing Funds.

Adopted, this 22nd *day of* June, 1983

ATTEST: Helen O. Gochenour
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Betty R. Collins

73-83-19
6/22/83
H.I.

SEWER REPAIR PROJECT
PHASES I, II and III
RESOLUTION 389-1983

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the Sewer Repair Project, Phases I, II and III which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer; but is also intended and adapted for receiving sewage from collateral drains already constructed, be and the same is hereby ordered:

PHASE I

Repair of a 12-inch in diameter sewer line located on Camp Allen Drive between Elm Street and Cherry Street and the West bank of St. Mary's River.

Said Sewer Repair is in accordance with Disaster Survey Report (DSR) #047086.

PHASE II

Repair of an 18-inch in diameter sewer line located in the alley East of 1120 St. Mary's Avenue within Schroeder's Subdivision.

Said Sewer Repair is in accordance with Disaster Survey Report (DSR) #044828.

PHASE III

Repair of a 15-inch in diameter sewer line located in the alley North of Burgess Street and East of St. Mary's Avenue within Papes Third Addition.

Said Sewer Repair is in accordance with Disaster Survey Report (DSR) #047077.

Said Public Improvement project shall be with all appurtenances constructed in accordance with the plans, profiles, special details, special provisions and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the Plans, Profiles, Special Details, Special Provisions and Specifications now on file in the Office of the Board of Public Works of said City.

IT IS HEREBY FOUND by the Board of Public Works that the cost of said improvement shall be paid by the Federal Emergency Management Agency (FEMA) and the Sewer Utility Fund of City Utilities.

ADOPTED this 2nd day of June, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Member

ATTEST:
Helen V. Gochenour
Helen V. Gochenour, Clerk

~~95~~-82-10
6/22/83
H. I.

RESOLUTION NO.176-83

HARVESTER STREET LIGHTS

Be it resolved by the Board of Public Works of the City of Fort Wayne, Indiana; that it is deemed necessary to provide a uniform system of street lighting within the Harvester Neighborhood area more specifically defined as those streets within the area bounded on the north by New Haven Ave., on the south by Pontiac Street, on the east by Coliseum Blvd. South, and on the west by Birchwood Ave. and such lighting is now ordered.

The cost of the said improvement is to be wholly paid for by the said City with monies provided for in the Cumulative Capitol Fund.

Adopted, this 22nd day of June 1983.

BOARD OF PUBLIC WORKS

Chairman

Betty R. Collins
Member

Member

Attest:

Helen V. Gochenour
Clerk

*** AMENDED ***

Improvement Resolution

FOR CURB AND SIDEWALK

73-81-1
6/22/83

No. 5985 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Lafayette Street Corridor from Pontiac to R.R. Overpass (1600 Block). Improvement to include sidewalk, curb, drainage, and widening where needed as shown on plans. Improvement will also include street lighting within limits of project.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid from L.R.S. and other Federal Funds.

Adopted, this 22nd *day of* June, 1983.

ATTEST: Helen O. Gochenour
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Betty R. Collins

Form 3B I&ME Co. (Indiana 8/78)

73-77-9
3 21 83

This Agreement entered into this 20th day of June 1983

by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and ① City of Fort Wayne (Sludge Lagoon Station 2) or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at 6300 Maysville Rd. Fort Wayne, IN

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than one (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be March 29, 1983.

The electric energy delivered hereunder shall be alternating current at approximately .... volts .... wire single phase 120/240 volts 4 wire three phase and it shall be delivered at customer's service pole 50 ft. west of transformer pole #A451-243.

which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at one customer's service pole.

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at .... kw 30 kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff 545 WSS as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Acct. No. 4-310-01-40075-03

INDIANA & MICHIGAN ELECTRIC COMPANY
By: George L. Phillips
George L. Phillips, P.E.
Title: ~~Marketing & Customer Services~~ Mgr.

City of Fort Wayne
(Sludge Lagoon Station 2)
By:
Title:

EMERGENCY RESOLUTION 73-68-3

24-INCH BRICK SEWER REPAIR

CITY OF FORT WAYNE

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that an emergency repair be completed on a 24-inch brick sewer located just east of Canal Street between Wayne and Berry Streets, which from its size and character, is necessary for continued collection of wastewater by its users, and because its integrity must be kept, is hereby ordered.

Scope of Proposed Work

The work requires the installation of a 24-inch sewer segment and appurtenances along with concrete collars, grouting, backfill, surface restoration and temporary pumping in accordance with the plans, profiles, special provisions and specifications now on file in the office of the Board of Public Works, City of Fort Wayne.

All work done in the making of the aforementioned emergency repair shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the office of the Board of Public Works.

The total cost of said repairs to the 24-inch brick sewer shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne.

ADOPTED this 14th day of June, 1983.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

ATTEST:
Helen V. Gochenour
Helen V. Gochenour

Account No. 4-310-01-40075-03 Rev. Class & Tariff Code 520-545

Name Sludge Lagoon Station 2 SIC 4950

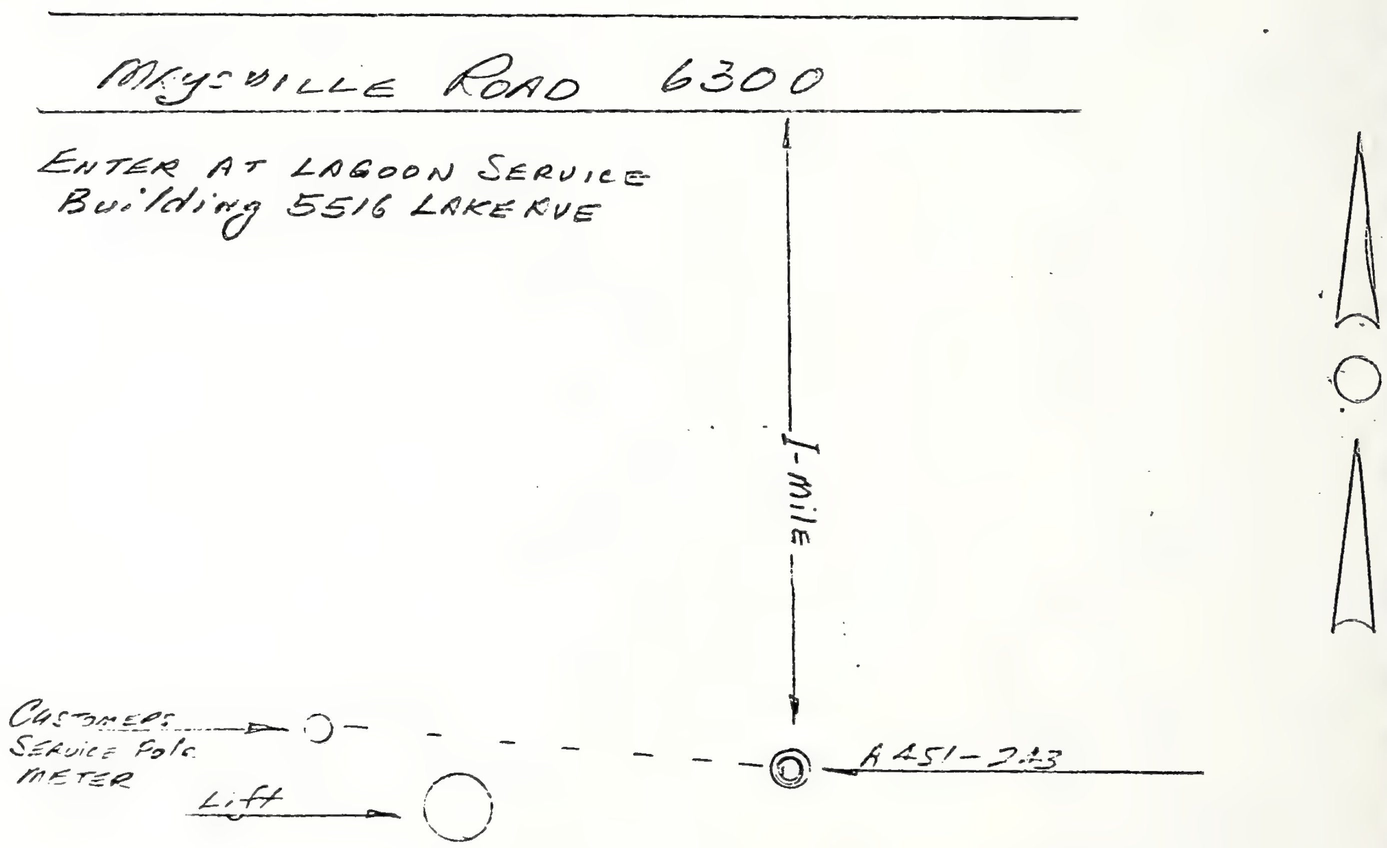
Equip. Ownership I&M E. Co. Equip. Cap. 50 KVA

Cont. Cap. 30 EAR 0 DVC. 0

Metered Voltage 120/240 Delivery Volt. 120/240

Station Source Lincoln Circuit Maysville

Main Svc. Amps 200 Representative Edgar E. Ulrey


MAYSVILLE ROAD 6300
1-mile
Customers Service Pole METER
Lift
A 451-243

ENTER AT LAGOON SERVICE Building 5516 LAKE AVE

Form 3B I&ME Co. (Indiana 8/78)

73-19-9
6-20-83

This Agreement entered into this 20th day of June 1983 by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and City of Fort Wayne (Griswold Station 2) or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at 1102 Spy Run Fort Wayne, IN 46805

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than one (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be May 3, 1983.

The electric energy delivered hereunder shall be alternating current at approximately .... volts .... wire single phase 480 volts 3 wire three phase and it shall be delivered at customer's weatherhead on north side of building.

which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at below the weatherhead on north side of the building.

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at .... kw 15 kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff WSS 545 as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Account No. 4-310-04-06079-04

INDIANA & MICHIGAN ELECTRIC COMPANY
By: George L. Phillips
George L. Phillips, P.E.
Title: Marketing & Customer Services Mgr.

City of Fort Wayne
By:
Title:

Account No. 4-310-04-06079-04 Rev. Class & Tariff Code 520-545

Name City of Fort Wayne SIC 4950

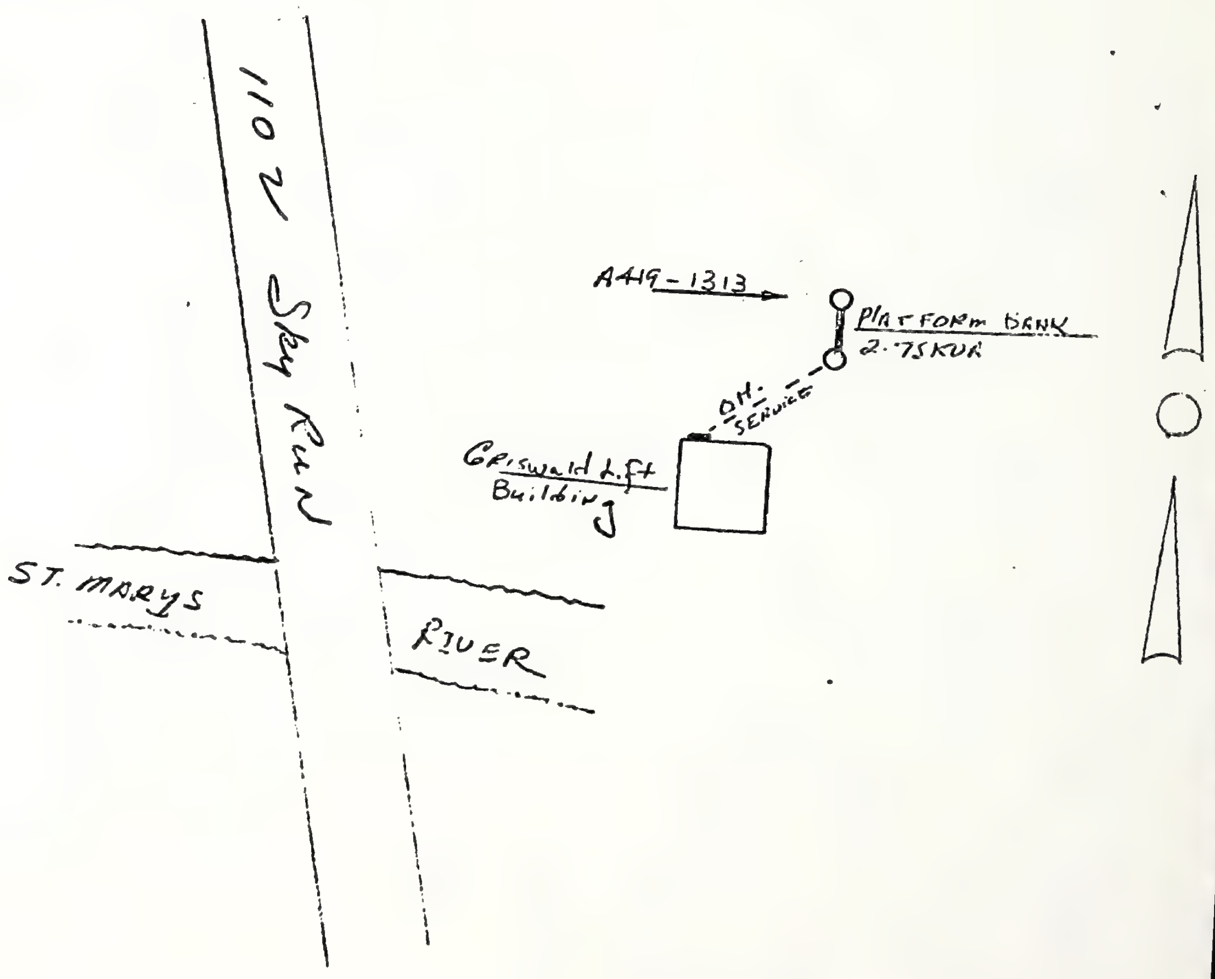
Equip. Ownership I&M Equip. Cap. 150 open delta KVA

Cont. Cap. 15 EAR 0 DVC 0

Metered Voltage 120 Delivery Volt. 480

Station Source Three Rivers Circuit #8

Main Svc. Amps 200 Representative Edgar E. Ulrey


1102 Spy Run
A419-1313
PLATFORM BANK
2·75KVR
OH. SERVICE
Griswald Lift Building
ST. MARYS
RIVER

Form 3B I&ME Co. (Indiana 8/78)

73-22-2
6/20/83

This Agreement entered into this 20th day of June 1983 by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and City of Fort Wayne (Flaugh Ditch Lift) or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at 1900 Getz Rd. Fort Wayne, IN 46804

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than one (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be May 16, 1983.

The electric energy delivered hereunder shall be alternating current at approximately .... volts .... wire single phase 120/240 volts 4 wire three phase and it shall be delivered at customer's weatherhead on pole #A472-452 which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located at above 200 amp disconnect on pole #A472-452.

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at .... kw 30 kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff WSS 545 as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

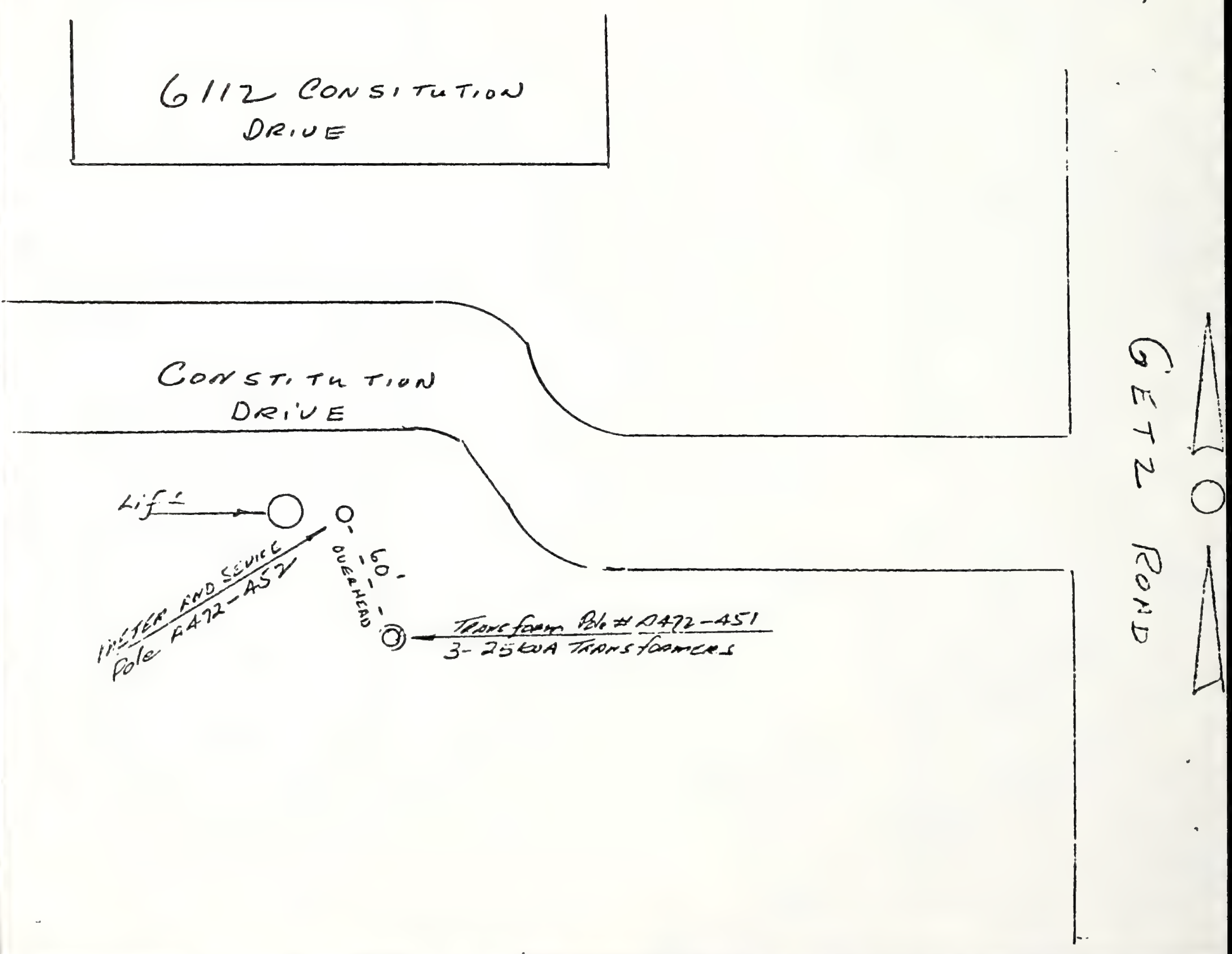
This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Acct. No. 4-310-13-49169-06

INDIANA & MICHIGAN ELECTRIC COMPANY
By: George L. Phillips
George L. Phillips, P.E.
Title: ~~Marketing & Customer Services~~ Mgr.

City of Fort Wayne
By:
Title:

Account No. 4-310 13 49169-06 Rev. Class & Tariff Code 520 545
Name City of Fort Wayne SIC 4950
Equip. Ownership I&M Equip. Cap. 75 KVA KVA
Cont. Cap. 30 EAR 0 DVC 0
Metered Voltage 120/240 Delivery Volt. 120/240
Station Source Hadley Circuit Sutton
Main Svc. Amps 200 Representative Edgar E. Ulrey


6112 CONSITUTION DRIVE
CONSTITUTION DRIVE
Lift
METER AND SEVICE Pole A472-452
60' OVERHEAD
Transform Pole # A472-451
3-25KVA TRANSFORMERS
GETZ ROAD

Form 3B I&ME Co. (Indiana 8/78)

73-77-7
6-20-83

This Agreement entered into this 20th day of June 1983

by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and City of Fort Wayne (WPC Maintenance Building) or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at

445 Wallace Street East
Fort Wayne, IN 46803

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than one (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be May 26, 1983.

The electric energy delivered hereunder shall be alternating current at approximately 120/240 volts 4 wire single phase
.... volts .... wire three phase

and it shall be delivered at customer's weatherhead on west wall 30 ft. north of the southwest corner.

which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at inside the building at weatherhead location.

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at .... kw
20 kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff 545 WSS as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Acct No. 4-310-21-57509-0

INDIANA & MICHIGAN ELECTRIC COMPANY
By: George L. Phillips
George L. Phillips, P.E.
Title: Marketing & Customer Services Mgr.

City of Fort Wayne
(WPC Maintenance Building)
By:
Title:

Account No. 4-310-21-57509-0 Rev. Class & Tariff Code 520-545

Name WPC Maintenance Dept. SIC 4950

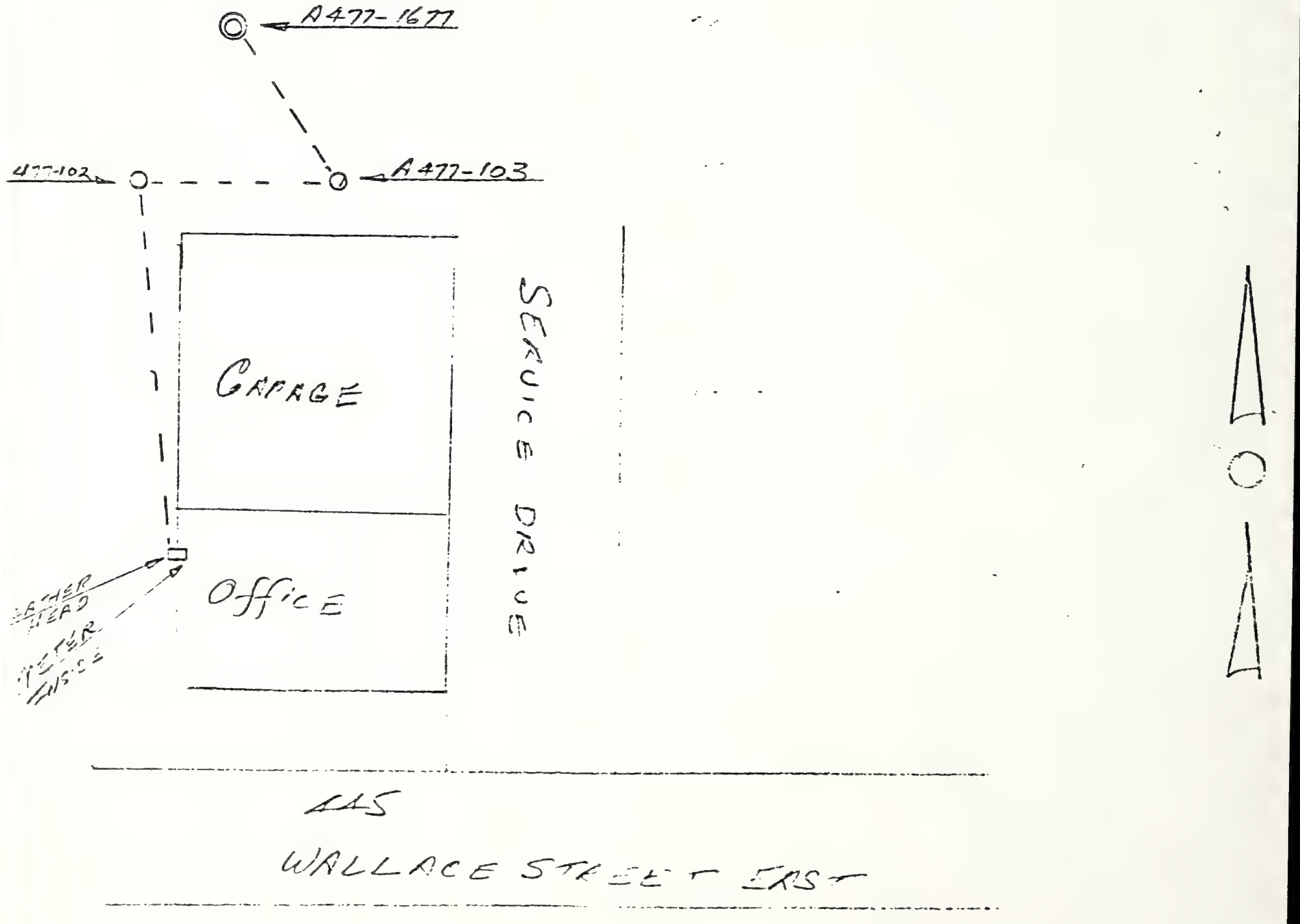
Equip. Ownership I&M E. Co. Equip. Cap. 125 KVA

Cont. Cap. 20 EAR 0 DVC 0

Metered Voltage 120/240 Delivery Volt. 120/240

[illegible] Wallace Circuit 116

[illegible] 200 Representative Edgar E. Ulrey


A477-1677
477-102
A477-103
GARAGE
SERVICE DRIVE
OFFICE
WEATHER HEAD
METER INSIDE
445
WALLACE STREET EAST

Form 3B I&ME Co. (Indiana 8/78)

73-[illegible]
62[illegible]

This Agreement entered into this 20th day of June 1983 by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and City of Fort Wayne (Calhoun & Tillman Lift) or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at 7101 S. Calhoun St. Fort Wayne, IN

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than one (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be April 18, 1983.

The electric energy delivered hereunder shall be alternating current at approximately .... volts .... wire single phase 120/240 volts 4 wire three phase and it shall be delivered at customer's weatherhead on pole #563-615 which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at on pole #A563-615

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at .... kw 5 kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff WSS 545 as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Account No. 4-310-14-05982-01

INDIANA & MICHIGAN ELECTRIC COMPANY
By: George L. Phillips
George L. Phillips, P.E.
Title: Marketing & Customer Services Mgr.

City of Fort Wayne
By:
Title:

Account No. 4-310-14-05982-01 Rev. Class & Tariff Code 520-545

Name City of Fort Wayne SIC 4950

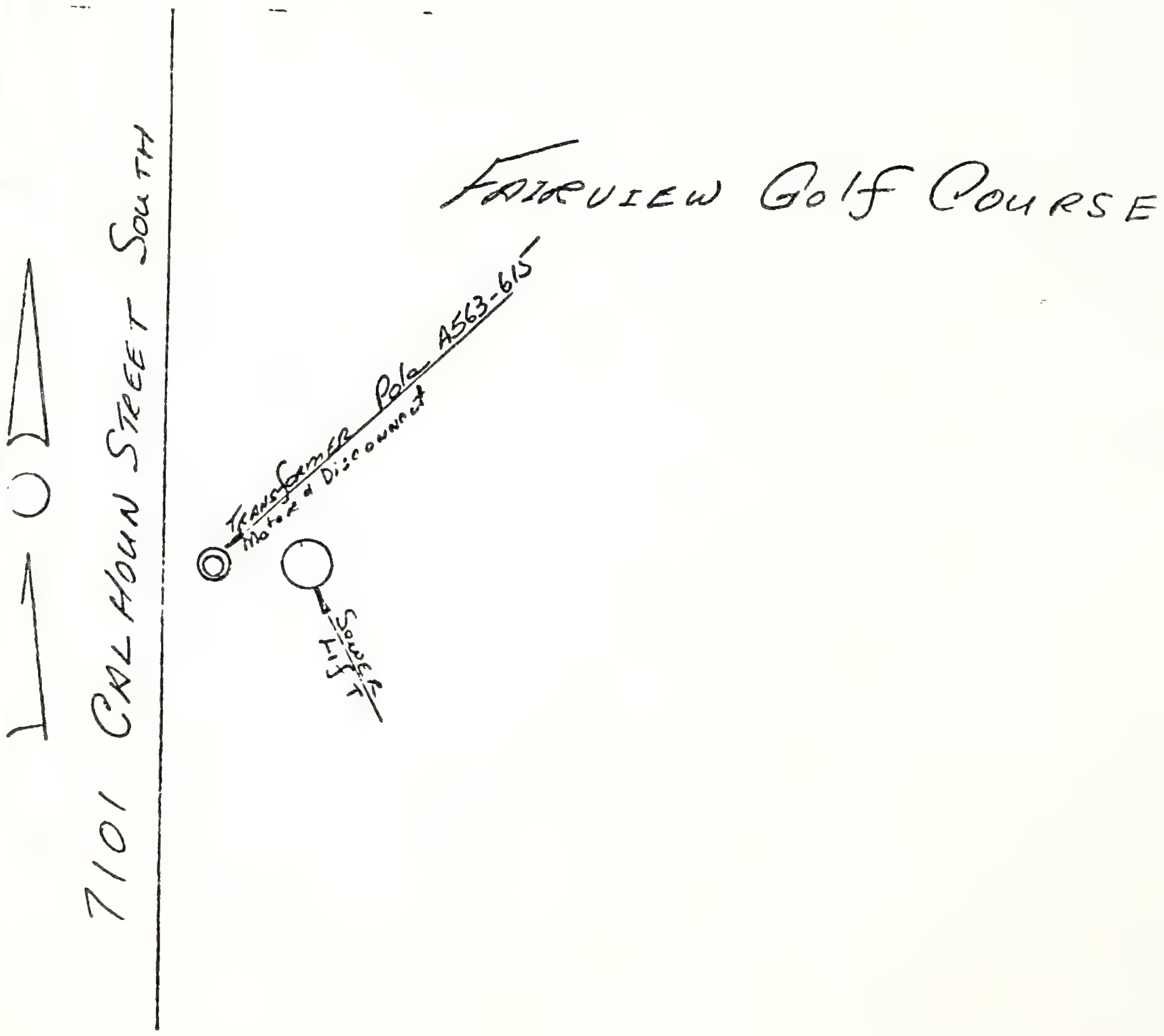
Equip. Ownership I&M Equip. Cap. 10 KVA

Cont. Cap. 5 KVA FAR 0 DVC 0

Metered Voltage 120/240 Delivery Volt. 120/240

Station Source Hillcrest Circuit Dunbar

Main Svc. Amps 100 Representative Edgar E. Ulrey


FAIRVIEW Golf Course
7101 CALHOUN STREET SOUTH
TRANSFORMER Pole A563-615
Metered Disconnect
Sewer Lift

Form 3B I&ME Co. (Indiana 8/78)

73-77-1
6'20'83

This Agreement entered into this 20th day of June 1983 by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and CITY OF FORT WAYNE (Charlotte Station) or his or its heirs, successors or assigns, hereafter called the Customer.

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at 500 Charlotte Avenue Fort Wayne, IN

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than one (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be March 2, 1983.

The electric energy delivered hereunder shall be alternating current at approximately .... volts .... wire single phase
240 volts 3 wire three phase
and it shall be delivered at south wall of station building.

which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located at south wall of station building.

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at .... kw
15 kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff WSS-545 as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Account No. 4-310-03-18479-07

INDIANA & MICHIGAN ELECTRIC COMPANY
By: George L. Phillips
George L. Phillips, P.E.
Title: Marketing & Customer Services Mgr.

City of Fort Wayne (Charlotte Station)
By:
Title:

Account No. 4-310-03-18479-07 Rev. Class & Tariff Code 520-545

Name Fort Wayne WPC Plant SIC 4950

Equip. Ownership I&M Equip. Cap.(Pole #A418-1606) 30 KVA

Cont. Cap. 15 EAR $600 DVC one

Metered Voltage 120 Delivery Volt. 240

Station Source Spy Run Circuit Clinton

Main Svc. Amps 100 Representative Edgar E. Ulrey

Form 3B I&ME Co. (Indiana 8/78)

73-77-7
6/20/83

This Agreement entered into this 20th day of June 1983 by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and CITY OF FORT WAYNE (St. Joe Station) or his or its heirs, successors or assigns, hereafter called the Customer.

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at

1600 East California Road
Fort Wayne, IN

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than one (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be March 4, 1983 .

The electric energy delivered hereunder shall be alternating current at approximately .... volts .... wire single phase
480 volts 3 wire three phase
and it shall be delivered at north side of station building UG from pole #A390-973.

which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at on pole #A390-973, 35 ft. north of station building.

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at .... kw
120 kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff WSS-545 as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Account No. 4-310-05-38959-09

INDIANA & MICHIGAN ELECTRIC COMPANY
By: George L. Phillips
George L. Phillips, P.E.
Title: Marketing & Customer Services Mgr.

City of Fort Wayne (St. Joe Station)
By:
Title:

Account No. 4-310-05-38959-09 Rev. Class & Tariff Code 520-545

Name Fort Wayne WPC Plant SIC 4950

Equip. Ownership I&M Equip. Cap. 150 KVA

Cont. Cap. 120 EAR $11,000 DVC one

Metered Voltage 120 Delivery Volt. 480

Station Source Parnell Circuit Coliseum

Main Svc. Amps. 225 amps Representative Edgar E. Ulrey

Form 3B I&ME Co. (Indiana 8/78)

13-[illegible]-
6/2[illegible]/83

This Agreement entered into this 20th day of June 1983 by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and City of Fort Wayne (Brown Street Station) or his or its heirs, successors or assigns, hereafter called the Customer:

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at 1800 Brown Street Fort Wayne, IN 46804

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than one (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be March 14, 1983.

The electric energy delivered hereunder shall be alternating current at approximately .... volts .... wire single phase 480 volts 3 wire three phase and it shall be delivered at switch gear inside building underground from pole #22095 on north side of building. which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at adjacent to switch gear inside building.

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at .... kw 200 kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff WSS-545 as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Account No. 4-310-11-15701-06

INDIANA & MICHIGAN ELECTRIC COMPANY
By: George L. Phillips
George L. Phillips, P.E.
Title: Marketing & Customer Services Mgr.

City of Fort Wayne
By:
Title:

Account No. 4 310 11 15701 06 Rev. Class & Tariff Code 520 545

Name City of Fort Wayne (Brown St. Station) SIC 4950

Equip. Ownership I&M Equip. Cap. 500 KVA

Con. Cap. 200 SAP 7,000 DVC one

Metered Volts 480 Delivery Volts 480

Station Source Phenie Circuit #32 Leased

Main Svc. Amps 700 Representative Edgar E. Ulrey

Form 3B I&ME Co. (Indiana 8/78)

73-77-1
6-20-83

This Agreement entered into this 20th day of June 1983

by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and
City of Fort Wayne (Third Street Pumping Station)
or his or its heirs, successors or assigns, hereafter called the Customer.

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at
100 Third Street
Fort Wayne, IN 46808

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than one (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be June 6, 1983.

The electric energy delivered hereunder shall be alternating current at approximately .... volts .... wire single phase
480/4160 volts 3 wire three phase
and it shall be delivered at customer's switch gear inside of station building.

which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at primary metering pole A447-1524

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at .... kw
300 kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff WSS-546 as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

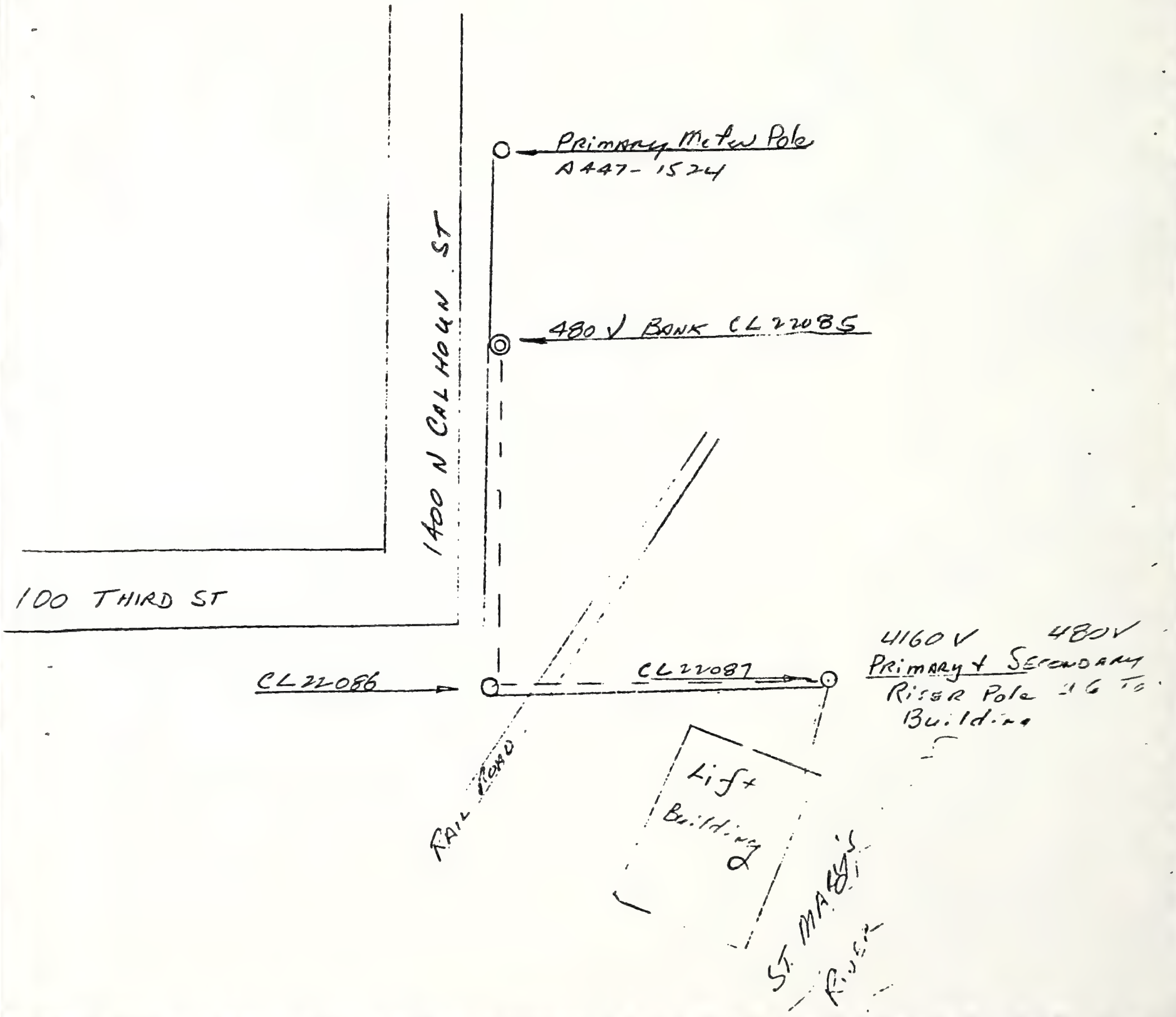
This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Account No. 4-310-06-12467-07

INDIANA & MICHIGAN ELECTRIC COMPANY
By: George L. Phillips, P.E.
Title: Marketing & Customer Services Mgr.

City of Fort Wayne
By:
Title:

Account No. 4 310 06 12467 07 Rev. Class & Tariff Code 520 546
Name City of Fort Wayne SIC 4950
Equip. Ownership I&M Equip. Cap. primary KVA
Cont. Cap. 300 EAR 0 DVC 0
Metered Voltage 4160 Delivery Volt. 4160 & 480
Station Source Lawton Circuit #73
Main Svc. Amps 400 - 480V Representative Edgar E. Ulrey
160 - 4160


Primary Meter Pole
A447-1524
480 V Bank CL22085
1400 N Calhoun St
100 Third St
CL22086
CL22087
4160 V 480 V
Primary + Secondary
Riser Pole 16 To
Building
Rail Road
Lift
Building
2
St. Mary's
River

Form 3B I&ME Co. (Indiana 8/78)

73-77-7
6/20/83

This Agreement entered into this 20th day of June 1983

by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and City of Fort Wayne (Westmoor Lift)

or his or its heirs, successors or assigns, hereafter called the Customer.

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at 2220 Melbourne Ct.
Fort Wayne, IN

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than one (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be May 16, 1983 .

The electric energy delivered hereunder shall be alternating current at approximately ....volts ....wire single phase
240 volts 3 wire three phase
and it shall be delivered at west wall five ft. south of northwest corner.

which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at west wall five feet south of northwest corner.

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at .... kw
20 kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff WSS 545 as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

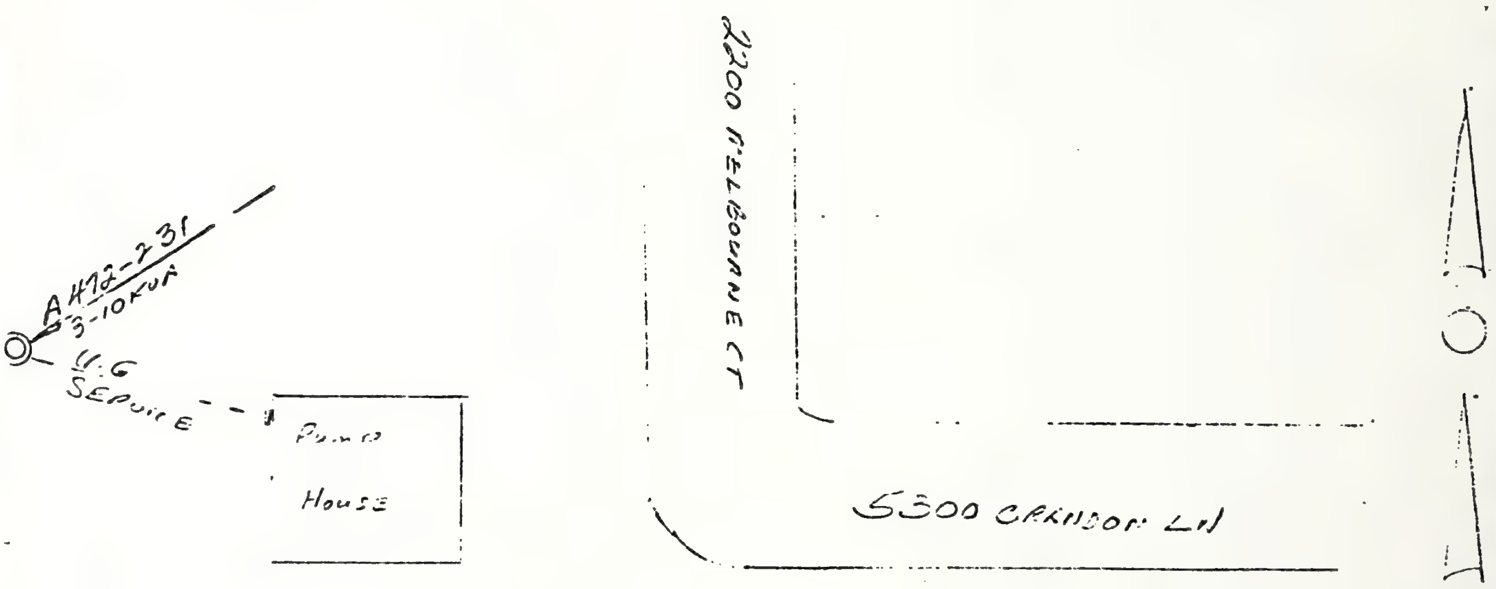
This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Account No. 4-310-13-55303-0

INDIANA & MICHIGAN ELECTRIC COMPANY
By: George L. Phillips, P.E.
Title: Marketing & Customer Services Mgr.

City of Fort Wayne
By:
Title:

Account No. 4-310-13-55303 0 Rev. Class & Tariff Code 520 545
Name City of Fort Wayne SIC 4950
Equip. Ownership I&M Equip. Cap. 30 KVA
Cont. Cap. 20 EAR 0 DVC 0
Metered Voltage 240 Delivery Volt. 240
Station Source Colony Bay Circuit Colony
Main Svc. Amps 100 Representative Edgar E. Ulrey


A 472-231
3-10KVA
U.G
SERVICE
Pump
House
2200 MELBOURNE CT
5300 CRANDON LN

Form 3B I&ME Co. (Indiana 8/78)

73-77-7
6/20/83

This Agreement entered into this 20th day of June 1983 by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and City of Fort Wayne (City Water Maintenance & Service) or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at

415 Wallace Street East
Fort Wayne, IN 46803

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than one (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be May 16, 1983 .

The electric energy delivered hereunder shall be alternating current at approximately .... volts .... wire single phase
120/240 volts 4 wire three phase
and it shall be delivered at customer's weatherhead on west wall 40 ft. from northwest corner.

which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at below customer's weatherhead.

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at .... kw
40 kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff 545 WSS as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

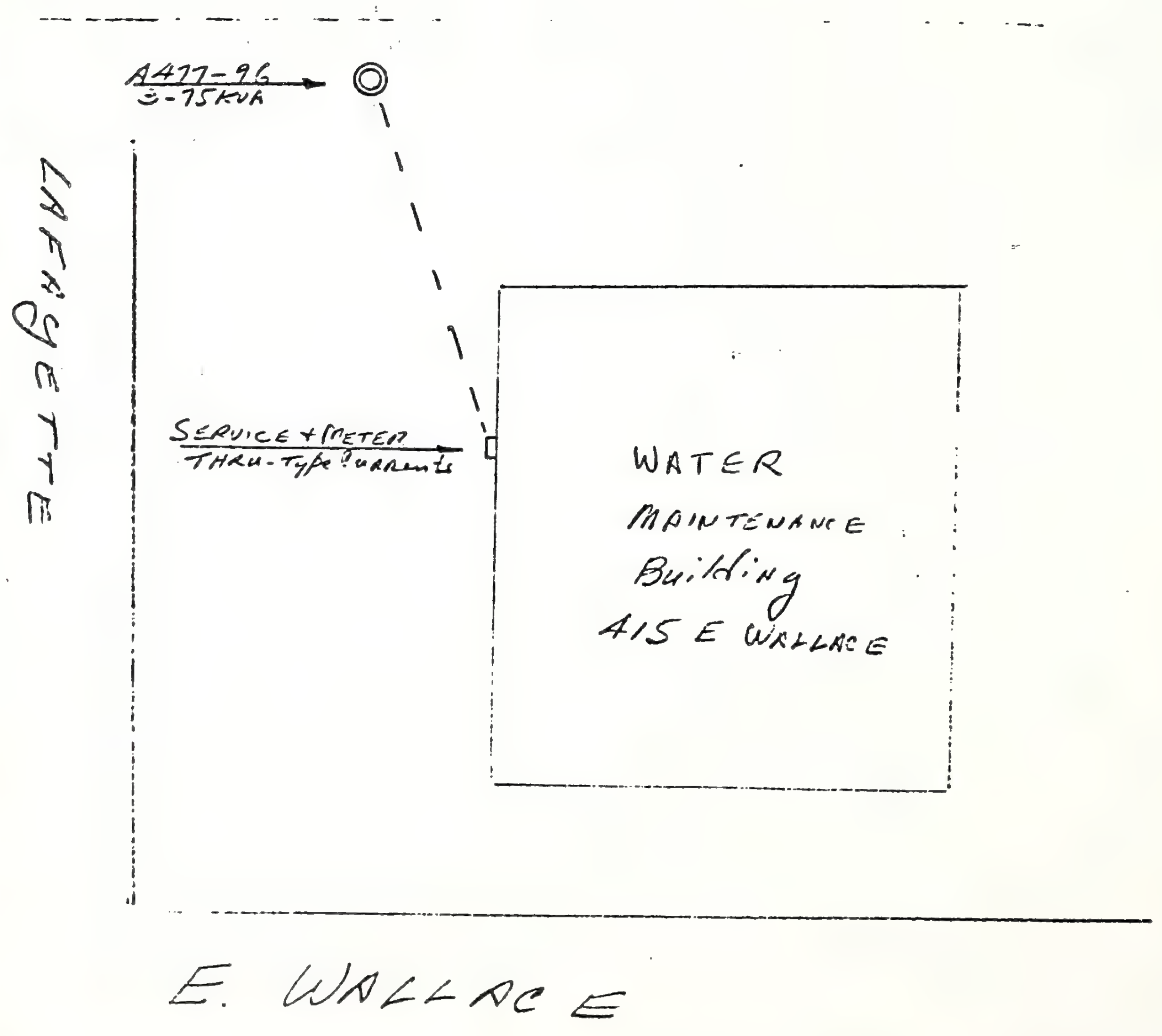
This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Account No. 4-310-21-57520-0

INDIANA & MICHIGAN ELECTRIC COMPANY
By: George L. Phillips
George L. Phillips, P.E.
Title: ~~Marketing & Customer~~ Services Mgr.

City of Fort Wayne
(City Water Maintenance & Service)
By:
Title:

Account No. 4-310-21-57520-0 Rev. Class & Tariff Code 520-545
Name City Water Maintenance & Service SIC 4940
Equip. Ownership I&M Equip. Cap. 225 KVA
Cont. Cap. 40 EAR 0 DVC 0
Metered Voltage 240 Delivery Volt. 240
Station Source Wallace Circuit 116
Main Svc. Amps 400 Representative Edgar E. Ulrey


A477-96
3-75KVA
LAFAYETTE
SERVICE + METER
THRU-Type Currents
WATER
MAINTENANCE
Building
415 E WALLACE
E. WALLACE

73-77-7 4-I
6/20/83

Form 3B I&ME Co. (Indiana 8/78)

This Agreement entered into this 20th day of June 1983

by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and City of Fort Wayne (WPC Maintenance Dept.) or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at 445 Wallace Street East
Fort Wayne, IN 46803

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than one (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be May 26, 1983 .

The electric energy delivered hereunder shall be alternating current at approximately 120/240 volts 3 wire single phase
.... volts .... wire three phase
and it shall be delivered at customer's weatherhead, middle north wall.

which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at inside customer's middle north wall.

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at .... kw
20 kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff 545 WSS as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Acct. No. 4-310-21-57498-0

INDIANA & MICHIGAN ELECTRIC COMPANY
By: George L. Phillips
George L. Phillips, P.E.
Title: Marketing & Customer Services Mgr.

City of Fort Wayne
(WPC Maintenance Dept.)
By:
Title:

Account No. 4-310-21-57498-0 Rev. Class & Tariff Code 520-545

Name Water Pollution Control Maintenance Dept. SIC 4950

Equip. Ownership I&M Equip. Cap. 125 KVA

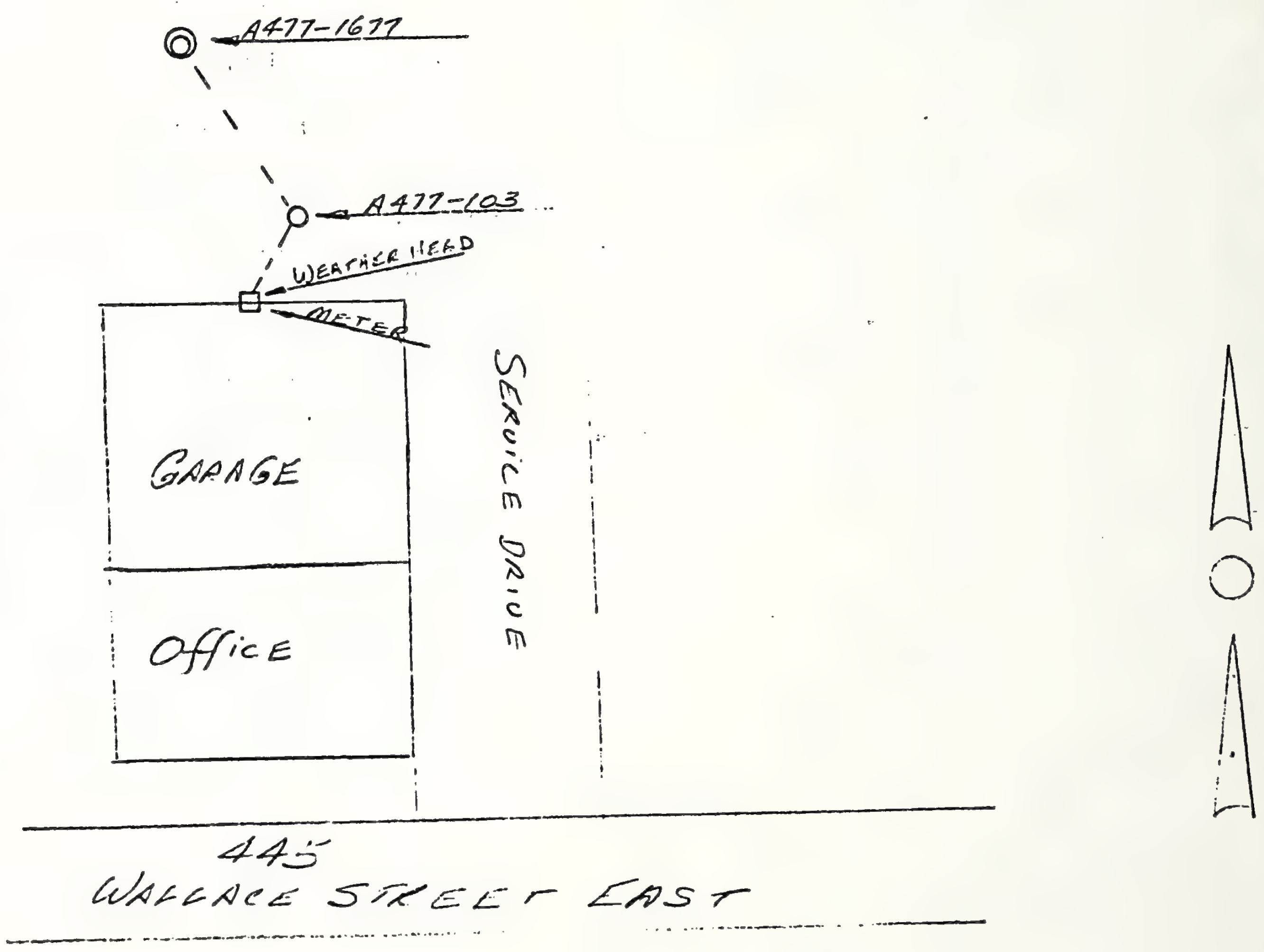
Cont. Cap. 20 EAR 0 OVC 0

Metered Voltage 240 Delivery Volt. 240

Station Source Wallace Circuit 116

Main Svc. Amps 200 Representative Edgar E. Ulrey

4


A477-1677
A477-103
WEATHER HEAD
METER
GARAGE
Office
SERVICE DRIVE
445
WALLACE STREET EAST

Form 3B I&ME Co. (Indiana 8/78)

73-77-7
6/20/83

This Agreement entered into this 20th day of June 1983 by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and City of Fort Wayne (WPC Service Building) or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at 5516 Lake Avenue Fort Wayne, IN 46815

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than one (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be March 29, 1983.

The electric energy delivered hereunder shall be alternating current at approximately 120/240 volts 3 wire single phase
.... volts .... wire three phase
and it shall be delivered at customer's weatherhead on middle east of building.

which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at below the customer's weatherhead.

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at .... kw
15 kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff 545-WSS as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

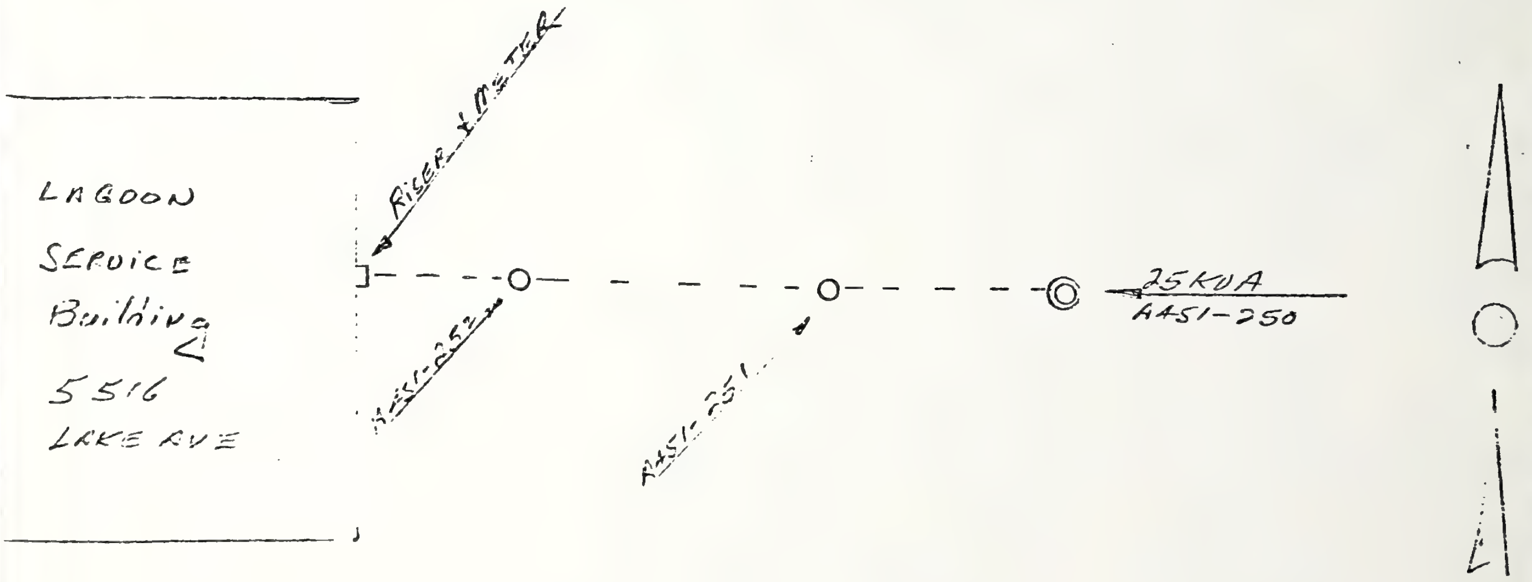
This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Acct. No. 4-310-01-40070-08

INDIANA & MICHIGAN ELECTRIC COMPANY
By: George L. Phillips
George L. Phillips, P.E.
Title: ~~Marketing & Customer Services~~ Mgr.

City of Fort Wayne
(WPC Service Building)
By:
Title:

Account No. 4-310-01-40070-08 Rev. Class & Tariff Code 520-545
Name WPC Lagoon Service Building SIC 4950
Equip. Ownership I&M E. Co. Equip. Cap. 25 KVA
Cont. Cap. 15 EAR 0 DVC 0
Metered Voltage 120/240 Delivery Volt. 120/240
Station Source Lincoln Circuit Maysville
Main Svc. Amps 200 Representative Edgar E. Ulrey


LAGOON
SERVICE
Building
5516
LAKE AVE
RISER & METER
A4S1-252
A4S1-251
25KVA
A4S1-250

EMERGENCY RESOLUTION NO. 73-67-2

WHEREAS, a pavement blow-up occurred in the northbound lane of the 4900 block of North Clinton Street in the vicinity of the Holiday Theatre; and

WHEREAS, an Emergency existed for immediate repair; and

WHEREAS, Street Engineering received bids from Moellering Construction Co., Inc. in the amount of $2,477.00; John Dehner, Inc. in the amount of $2,675.50; and L. W. Dailey, Inc. in the amount of $3,336.00.

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists to repair said pavement and requests the Purchasing Department to issue a purchase order to Moellering Construction Co., Inc. for the lowest bid in the amount of $2,477.00.

Adopted this date: June 14, 1983

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

ATTEST:
Helen V. Gochenaur
Helen V. Gochenour, Clerk

EMERGENCY RESOLUTION 73-67-1

WHEREAS, a 24" St. Mary Feeder Main break occurred on Monroe Street south of Wagner Street; and

WHEREAS, an Emergency exists for immediate repair; and

WHEREAS, the Purchasing Department because of the extreme emergency obtained the services of John Dehner, Inc.;

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists to repair said water main and orders Water Engineering to request City Utilities to issue a purchase order to John Dehner, Inc.

Adopted this date: June 14, 1983

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R Collins
Betty R. Collins, Member

ATTEST:
Helen V. Gochenour
Helen V. Gochenour, Clerk

45

72-106-40
9/29/82

AGREEMENT

WHEREAS, the CITY OF FORT WAYNE, INDIANA (Owner) and HENRY B. STEEG & ASSOCIATES, INC. entered into a contract dated April 27, 1971 for certain engineering services, said contract being subsequently assigned to HOWARD NEEDLES TAMMEN & BERGENDOFF, HENRY B. STEEG & ASSOCIATES DIVISION (Engineer); and

WHEREAS, the OWNER desires to have additional services performed not contemplated by the original contract including but not limited to additions and expansion of the wastewater treatment facilities beyond the needs identified in the ENGINEER'S plans and specifications, which were bid in October, 1974; and

WHEREAS, the OWNER and the ENGINEER entered into a contract, Interim Construction Engineering Services Agreement for Change Orders 25, 26, 27, and 28, Water Quality Control Project, Division I, Water Pollution Control Plant Additions, Sewage Works Grant No. C180538 01, dated October 14, 1981; and

WHEREAS, the billings for engineering services performed under said Interim Agreement shall be applied toward the cost and fixed fee listed for Supplement 5-B and 5-D as detailed below; and

WHEREAS, the OWNER and the ENGINEER previously supplemented their contract by adding Supplement 1, Supplement 2, Supplement 3, and Supplement 4.

NOW, THEREFORE, the OWNER and the ENGINEER hereby agree to supplement their contract dated April 27, 1971 as follows:

Supplement 5

43.02

A. The ENGINEER shall prepare drawings and specifications in a form suitable for review by the State and Federal agencies for Engine/Generator Enclosure System Modifications, which shall accompany Change Order Number 25.

S-132-83
rul. 7-12-83

73-63-41
6/8/83

H.I.

AGREEMENT FOR STEP 3 ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 1

FOR

ADDITIONS AND IMPROVEMENTS
TO THE
WASTEWATER FACILITIES
PHASE A
PHASE B
PHASE C
ADVANCED WASTEWATER TREATMENT

BY AND BETWEEN THE

CITY OF FORT WAYNE, INDIANA

AND

HOWARD NEEDLES TAMMEN & BERGENDOFF
ARCHITECTS ENGINEERS PLANNERS
INDIANAPOLIS, INDIANA

44.00

B. Beginning upon written authorization to proceed by the OWNER, the ENGINEER shall perform construction engineering services in conjunction with Change Order Number 25 as provided for in Section A-3 of the contract dated April 27, 1971 for all work designed in the aforegoing paragraph A.

43.02

C. The ENGINEER shall prepare drawings and specifications in a form suitable for review by the State and Federal agencies for which shall accompany Change Order Number 28.

44-00

D. The ENGINEER shall perform construction engineering services in conjunction with Change Order Number 28 as provided for in Section A-3 of the contract dated April 27, 1971 for all work designed in the aforegoing paragraph C.

43.02

E. The ENGINEER shall prepare a Cost-Effective Analysis Report for Wastewater Plant Control System.

Supplement 6

For design and report services described in Supplement 5, paragraphs A, C and E, the ENGINEER shall be paid a lump sum cost. For construction engineering services rendered per Supplement 5, Paragraphs B and D, the ENGINEER shall be paid a fixed fee and its cost. Cost shall be determined as direct salaries times a Federally audited overhead factor in effect at the time services are performed, which includes fringe benefits, salary related cost and general overhead, plus out-of-pocket expenses and equipment rental.

The estimated total fee of services is as follows:

Supplement	Cost	Fixed Fee	Total
5-A			$ 5,000 (lump sum)
5-B	$ 3,888	$ 583	4,471
5-C			44,600 (lump sum)
5-D	59,878	8,982	68,860
5-E			16,900 (lump sum)

SUPPLEMENTAL AGREEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT, by and between the City of Fort Wayne, Indiana, acting by and through its Board of Public Works, hereinafter referred to as the OWNER, and Howard Needles Tammen & Bergendoff, a partnership, hereinafter referred to as the ENGINEER, WITNESSETH THAT:

WHEREAS, the OWNER and the ENGINEER have entered into an Agreement for Engineering Services dated November 5, 1980, hereinafter called the Basic Agreement; and

WHEREAS, the OWNER desires additional services in connection with project not previously defined in the Basic Agreement; and

WHEREAS, all provisions of the Basic Agreement not specficially changed by this Supplemental Agreement shall remain in effect; and

WHEREAS, the ENGINEER agrees to perform professional services as hereinafter set forth; and

WHEREAS, the OWNER agrees to employ, and does hereby employ the ENGINEER for the professional services hereinafter set forth, and agrees to pay the ENGINEER for such services the fee hereinafter set forth in this Agreement.

ARTICLE 1. THE ENGINEER'S SERVICES

Paragraph A, first sentence is changed to read as follows:

A. Beginning upon acceptance by the OWNER of the Federal Step 3 Grant-In-Aid offer and Authorization to Proceed from the OWNER, the ENGINEER shall provide for a period not to exceed 1,210 calendar days the services described as follows:

It is estimated that the total cost to the OWNER for the performance of construction engineering services (Supplement 5-B and 5-D), exclusive of the fixed fees, will not exceed the estimated cost as provided above, and the ENGINEER agrees to use its good faith effort to perform said work within such estimated cost. If, at any time as the work progresses, the ENGINEER has reason to believe that the cost will be greater than the estimated cost hereof, the ENGINEER shall notify the OWNER and agencies which have tendered grants in writing to that effect, giving the revised estimate of such cost for said work.

With respect to said construction engineering services (Supplement 5-B and 5-D), for billing purposes, the ENGINEER shall use its projected overhead factor if the actual Federally audited overhead factor has not been determined at the time services are performed. Appropriate adjustments to reflect an increase or decrease in said overhead shall be made upon determination of the actual Federally audited overhead factor.

Also, with respect to said construction engineering services (Supplement 5-B and 5-D), the OWNER shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the estimated cost set forth above, and the ENGINEER shall not be obligated to continue performance of said work or otherwise to incur costs in excess of the estimated cost set forth above, unless and until the OWNER shall have notified the ENGINEER in writing that such estimated cost has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the revised estimated cost of said work. When and to the extent that the estimated cost set forth has been increased, any costs incurred by the ENGINEER in excess of the estimated cost prior to such increases shall be allowable to the same extent as if such costs had been incurred after the increase.

ARTICLE 2. PAYMENT TO THE ENGINEER

Article 3, paragraph A, is changed to read as follows:

A. The estimated cost for services for Articles 1-A, 1-B, and 1-C is $435,219.00; the fixed fee is $65,290.00; and the total estimated cost and fixed fee is $500,509.00.

ARTICLE 3. EXECUTION

The OWNER and ENGINEER hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 in triplicate this 8th day of June, 1983.

HOWARD NEEDLES TAMMEN & BERGENDOFF
Architects Engineers Planners

By
Robert S. Coma, Partner

CITY OF FORT WAYNE, INDIANA

By
Winfield C. Moses, Jr., Mayor

By

Attest:

Sharon J. Helmsing
Clerk

Betty R. Collins
Its Board of Public Works

The estimated total fee of services remaining for Supplements 5-B and 5-D after deducting the billings previously invoiced by the ENGINEER under the Interim Construction Engineering Services Agreement for Change Orders 25, 26, 27, and 28, Water Quality Control Plant Additions, Sewage Works Grant No. C180538 01, dated October 14, 1981, shall be as follows:

Total Billings Through Invoice No. 7
dated April 28, 1982 $ 11,962.76

	Cost	Fixed Fee	Total
Portion of Billings for Supplement 5-B Work	$ 2,993.00	$ 507.00	$ 3,500.00
Fee Remaining for Supplement 5-B Work	895.00	76.00	971.00
Portion of Billings for Supplement 5-D Work	7,237.42	1,225.34	8,462.76
Fee Remaining for Supplement 5-D Work	52,640.58	7,756.66	60,397.24

Supplement 7

The effective date of this Supplement shall be the same as the original contract dated April 27, 1971.

HOWARD NEEDLES TAMMEN & BERGENDOFF
ARCHITECTS-ENGINEERS-PLANNERS

By
Robert S. Coma, Partner

CITY OF FORT WAYNE, INDIANA

By
Winfield C. Moses, Jr., Mayor

By

Its Board of Public Works

ATTEST:
Sandra E Kennedy
Clerk

73-63-42
6/8/83
H. I.

HOWARD NEEDLES TAMMEN & BERGENDOFF

BOARD OF
RECEIVED
MAY 31 1983

May 27, 1983

Board of Public Works
City of Fort Wayne
One Main Street
Fort Wayne, IN 46802

Re: Engineering Services
Water Quality Control Project
Division I, Water Pollution Control Plant
Fort Wayne, Indiana

Dear Board Members:

We wish to advise the Board, in accordance with the terms of our agreement for engineering services and its Supplement (copy attached) for construction engineering related to the close-out of the Water Quality Control Project, Division I, Water Pollution Control Plant Additions, that it is necessary to increase the costs for professional services to complete Supplement 5-D work by approximately $9,800. Future professional services shall be associated with the following:

1. Certificate of Substantial Completion (May 27, 1983) - Punch List Items, including Change Order Number 28.

2. Preparation of Certification of Completion

3. Completion of Record Drawings

4. Final Inspection and Preparation of Companion Documents

Architects Engineers Planners **P.O. Box 68567, 3333 Founders Lane, Indianapolis, Indiana 46268, 317 872-3160**

Partners James F Finn PE, Paul L. Heineman PE, Gerard F. Fox PE, Browning Crow PE, Charles T. Hennigan PE, Edgar B Johnson PE, Daniel J. Watkins PE, Daniel J Spigai PE, John L Cotton PE, Francis X. Hall PE, Robert S Coma PE, Donald A Dupies PE, William Love AIA, William C Meredith PE, Robert D Miller PE, James L Tuttle Jr PE
Associates Daniel J Appel PE, Robert W. Richards PE, Don R Ort PE, Frederick H Sterbenz PE, Robert B. Kollmar PE, Kendall T. Lincoln CPA, Jack P. Shedd PE, Rogers W Smithem PE, Jack C. Thompson PE, Richard D Beckman PE, John A Eggen AIA, Harry D. Bertossa PE, Ralph E. Robison PE, Cecil P. Counts PE, Stephen G Goddard PE, Harvey K Hammond, Jr. PE, Stanley I Mast PE, Robert W Anzia PE, Marvin C Gersten PE, Cary C Goodman AIA, Walter Sharko PE, Gordon H. Slaney, Jr. PE, James O. Russell PE, Hugh E. Schall PE, Roland Wadsworth, Jr. PE, Ross L. Jensen, Frank T. Lamm PE, Alexander F. Silady PE, John W Wight PE, Thomas K Dyer PE
Offices Alexandria VA, Atlanta, GA, Baton Rouge, LA, Boston, MA, Cape Coral, FL, Casper, WY, Charleston, SC, Charleston, WV, Chicago, IL, Cleveland, OH, Dallas, TX, Denver CO, Fairfield NJ, Houston, TX, Indianapolis, IN, Kansas City, MO, Lexington, MA, Los Angeles, CA, Miami, FL, Milwaukee, WI, Minneapolis, MN, Newark, DE, New York, NY, Orlando FL, Overland Park, KS, Philadelphia, PA, Phoenix, AZ, Seattle, WA, Tampa, FL, Tucson, AZ, Tulsa, OK, Penang, Malaysia, Rio de Janeiro, Brazil

Board of Public Works
City of Fort Wayne
May 27, 1983
Page -2-

Re: Engineering Services
Water Quality Control Project
Division I, Water Pollution Control Plant
Fort Wayne, Indiana

Please sign, date, and return two copies of this letter to indicate the Board's acceptance and authorization for us to provide the aforementioned engineering services.

Very truly yours,

HOWARD NEEDLES TAMMEN & BERGENDOFF

J. O. Russell

James O. Russell, P.E.
Associate

JOR:ls
Attachment

ACCEPTED: June 8, 1983

CITY OF FORT WAYNE, INDIANA

Betty R. Collins
Its Board of Public Works

ATTEST:

Sharon J. Helmsing

73-6a-36
6/8/83
H. I.

PUMP STATION ELIMINATION/INTERCONNECTION PROJECT
PHASES I, I-A, II, II-A, II-B, III
Resolution 371-1982

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of the Pump Station Elimination/Interconnection Project, Phases I, I-A, II, II-A, II-B, and III which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer; but is also intended and adapted for receiving sewage from collateral drains already constructed, be and the same is hereby ordered:

PHASE I

GRAVITY LINE INTERCONNECTION

Beginning at an existing manhole on the 15" Brooks Drive Sanitary Sewer 23± feet South of and 8± feet West of the centerline intersection of Brooks Drive and Rothman Road; thence Southwesterly a distance of 15± feet to an existing manhole on the 24" Rothman Road Sanitary Sewer located 38± feet South of and 8± feet West of the centerline intersection of Brooks Drive and Rothman Road.

Said Sewer Line shall be 15" in diameter.

FORCE MAIN INTERCONNECTION

Beginning at an existing 12" force main located 19± feet South of and 5± feet West of the centerline intersection of Brooks Drive and Rothman Road; thence Southwesterly a distqnce of 18± feet to an existing manhole on the 24" Rothman Road sanitary sewer located 38± feet South of and 8± feet West of the centerline intersection of Brooks Drive and Rothman Road.

Said force main shall be 12" in diameter.

PHASE I-A

PUMP STATION ELIMINATION

Elimination of the existing Fort Wayne Rothman Road Pump Station located 1450± feet West of and 875± feet North of the centerline intersection of St. Joe and Rothman Roads, on the East bank of the St. Joseph River.

PHASE II

FORCE MAIN INTERCONNECTION

Beginning at a proposed manhole to be located 80± feet West of and 55± feet North of the centerline intersection of St. Joe and Rothman Roads,on an existing 24" sanitary sewer line thence Southerly a distance of 65 feet along a curve of radius 35 feet and chord of 56 feet to the location of an existing 4" force main.

73 62·35
6/8/83
H-I.

WATER MAIN IMPROVEMENT RESOLUTION

NO. 1031- 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along

Elnora Drive, from Washington Center Road northward 450± feet,

a 6" water main.

Said water main, with all its appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said City.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the City is benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, Indiana Code, Title 36, Act 36-9-19-32 and Acts 36-9-20-1 thru 36-9-20-19 effective September 1, 1981, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments with interest at the rate set by Board of Public Works, per annum, and shall be financed by the Barrett Law Revolving Improvement Fund as provided for in the above entitled acts. All proceedings and any work done in said water main improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

ADOPTED this 8 day of June, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:
Sharon J. Helmsing
Clerk, Board of Public Works

PHASE II-A

PUMP STATION ELIMINATION

Elimination of the River Bend Woods Pump Station located 150± feet due West of the centerline intersection of St. Joe Road and Rothman Road.

GRAVITY SEWER LINE INTERCONNECTION

Beginning at a proposed manhole to be located 80± feet West of and 55± feet North of the cneterline intersection of St. Joe and Rothman Roads, on an existing 24" sanitary sewer line; thence Southeasterly a distance of 40± feet to a proposed manhole, thence Southerly a distance of 50± feet to a proposed manhole; thence Southwesterly and along the South bank of Natural Drain No. 1 of St. Joe Township, a distance of 285± feet to a proposed manhole; thence Southerly a distance of 105± feet to a proposed manhole to be located on an existing 8" sanitary sewer line, 22± feet South of and 5± feet West of the Winding Way Drive East Right-of-Way line and the North property line of Lot No. 50 of River Bend Woods Addition.

Also: Beginning at a proposed manhole to be located 55± feet West of and 25± feet North of the centerline intersection of St. Joe and Rothman Roads; thence Southwesterly and along the North bank of Natural Drain No. 1 of St. Joe Township, a distance of 267± feet to an existing sanitary sewer manhole located 20± feet East of and 5± feet North of the Winding Way Drive East Right-of Way and the South property line of Lot # 47 of River Bend Woods Addition.

Said gravity sewer lines shall be 10", 15", and 21" in diameter.

PHASE II-B

PUMP STATION ELIMINATION

Elimination of the River Bend Woods Pump Station located 150± feet due West of the centerline intersection of St. Joe Road and Rothman Road.

GRAVITY SEWER LINE INTERCONNECTION

Beginning at a proposed manhole to be located 80± feet West of and 55± feet North of the centerline intersection of St. Joe and Rothman Road, on an existing 24" sanitary sewer line; thence Southwesterly and along the North bank of Natural Drain No. of St. Joe Township, a distance of 267± feet to an existing sanitary sewer manhole located 20± feet East of and 5± feet North of the Winding Way Drive East Right-of-Way and the South property line of Lot No.47 of River Bend Woods Addition; thence Southeasterly a distance of 35± feet to a proposed manhole to be located on the South bank of said Natural Drain; thence Southerly a distance of 113± feet to a proposed manhole to be located 5± feet West of the Southeast corner of Lot #49 of River Bend Woods Addition.

Said Gravity Sewer lines shall be 8" and 15" in diameter.

PHASE III

PUMP STATION ELIMINATION

Elimination of the Northcrest Pump Station located 475± feet West of and 550± feet South of the centerline intersection of State Road No. 427 and Wakefield Avenue.

ALSO:

GRAVITY SEWER LINE INTERCONNECTION

Beginning at an existing sanitary sewer manhole located 700± feet West of and 370± feet South of the centerline intersection of State Road No. 427 and Wakefield Avenue; thence South easterly a distance of 210± feet to an existing wetwell to be diverted to a manhole located 500± feet West and 500± feet South of the centerline intersection of State Road No. 427 and Wakefield Avenue.

Said Gravity sewer line shall be 8" in diameter.

Said Public Improvement project shall be with all appurtenances constructed in accordance with the plans, profiles, special details, special provisions and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the Plans, Profiles, Special Details, Special Provisions and Specifications now on file in the Office of the Board of Public Works of said City.

IT IS HEREBY FOUND by the Board of Public Works that the cost of said improvement shall be paid by the City of Fort Wayne, Indiana, out of monies from the Sewer Utility Fund of City Utilities.

ADOPTED this 8 day of June, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

ATTEST.

Sharon J. Helmsing

Clerk, Board of Public Works

73-62-34
6/8/83
H.I.

WATER MAIN IMPROVEMENT RESOLUTION

NO. 1030- 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along

Morell Drive, from Sandpoint Road westward.

Said water main, with all its appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said City.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the City is benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, Indiana Code, Title 36, Act 36-9-19-32 and Acts 36-9-20-1 thru 36-9-20-19 effective September 1, 1981, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments with interest at the rate set by Board of Public Works, per annum, and shall be financed by the Barrett Law Revolving Improvement Fund as provided for in the above entitled acts. All proceedings and any work done in said water main improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

ADOPTED this 8 day of June, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

ATTEST:

Sharon J. Helmsing

Clerk, Board of Public Works

AGREEMENT FOR PERPETUAL MAINTENANCE AND LIABILITY OF A DENTENTION BASIN AT DIAMOND JIM'S, INC.

83-012369
73-56-22
6/1/83

1983 JUN 10 PM 2: 22
ALLEN COUNTY RECORDER

THIS AGREEMENT, made this 1st day of June, 1983, by DANIEL L. ROBERTS, hereinafter referred to as "Developer," and TWENTY-FIRST CENTURY CORPORATION, by Robert Stetzel, President, hereinafter referred to as "Owner," and the CITY OF FORT WAYNE, hereinafter referred to as "City,"

W I T N E S S E T H:

WHEREAS, Developer desires to construct a storm detention basin to serve Lots 32, 33, 31, 34 and the East 47.2 feet of Lots 35, 36, and 37 in Curdes Homewood Addition, an Addition to the City of Fort Wayne, which storm detention basis is hereinafter referred to as the "Project", such construction to be in accordance with plans and specifications on file with the Water Pollution Control Engineering Department of City; and

WHEREAS, the parties desire by entering into this agreement to provide for perpetual maintenance and liability of such storm detention basin by the Owner or Owners of such lots.

NOW, THEREFORE, in consideration of the premises, it is agreed:

1. Developer agrees that he shall construct the Project in accordance with the plans and specifications on file with the Water Pollution Control Engineering Department of the City which plans and specifications have been approved by City. Developer agrees that the Project plans shall and hereby do reflect an eight foot (8') cyclone fence.

2. Developer agrees that he shall maintain the Project in a condition acceptable to the City for so long as the detention basin exists. Should Developer fail to maintain the storm detention basis in a manner acceptable to the City, City may cause the maintenance to be provided and Developer shall be obligated to pay City

4/27-1143
WPCE Willensheimer

C
10.00

the cost of the maintenance within thirty (30) days after written notice thereof, with interest at the rate of fourteen percent (14%) per annum and with attorneys fees. Any violation of this agreement shall also result in a lien against the property.

3. This agreement shall be in favor of the City and shall be enforcible by the City. In addition, Developer agrees to indemnify and hold harmless the City from any and all claims arising out of the installation or maintenance or use of the Detention Basis. Further, Developer shall cause the City to be named as an additional insured on his liability insurance policy, and a copy of such insurance endorsement shall be furnished to the City. Minimum amounts of insurance shall be not less than Three Hundred Thousand Dollars ($300,000.00) per person or Five Hundred Thousand Dollars ($500,000.00) per occurance, and the insuror must give at least thirty (30) days' written notice to the City in order to cancel such insurance.

4. Developer shall be obligated to provide perpetual cosmetic maintenance (including structural) to the Project from and after construction, including mowing, weed control, trash pickup, algae and mosquito control; further, Developer shall maintain the Basin so as to avoid its becoming an attractive nuisance for children.

5. Upon approval of the "as built" drawing submitted by the licensed Engineer of the City of Fort Wayne, Developer will maintain the Basin so as to assure that all storm runoff will be detained and that the present rate of runoff will not be increased after the improvements are completed.

6. The Developer will at all times maintain an adequate, City-approved fence around the property for protection of children and patrons.

7. (See Below*)

This Agreement shall be binding upon and inure to the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this 1st day of June, 1983.

TWENTY-FIRST CENTURY CORPORATION

BY: ______________________
Robert Stetzel, President

____
Daniel L. Roberts, Developer

BY: ______________________

CITY OF FORT WAYNE BY AND THROUGH
ITS BOARD OF WORKS

* 7. Twenty-First Century Corporation as a party hereto approves and consents to the foregoing agreement; however, Twenty-First Century Corporation shall not be responsible for the performance of any of the terms and obligations set forth herein.

Steve A. Bailey
Steve A. Bailey Chairman

____
Roberta A. Staten Member

Betty R Collins
Betty R. Collins Member

"CITY"

ATTEST:

Sharon J. Helmsing
Clerk

APPROVED AS TO FORM AND LEGALITY

BY: ______________________
Associated City Attorney

This Instrument Prepared By:
J. Philip Burt, Attorney at Law
BURT, BLEE, HAWK & SUTTON
1400 Lincoln Bank Tower
Fort Wayne, IN 46802
219/426-1300

STATE OF INDIANA
SS:
COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of June, 1983, personally appeared Robert Stetzel, President of Twenty-First Century Corporation, and Daniel L. Roberts, and acknowledged the attached agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my name and official seal.

Ethel M. Westfall
Ethel M. Westfall, Notary Public

My commission expires:
3-26-84

Resident of Allen County

Prepared by J. Philip Burt, Attorney at Law

STATE OF INDIANA
SS:
COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of June, 1983, personally appeared Stephen A. Bailey, Chairman, Board of Public Works, Roberta Anderson Staten and Betty R. Collins, Members of the Board of Public Works, and Sharon J. Helmsing, Clerk Pro Tem to the Board of Public Works, and acknowledged the attached agreement.

In witness whereof, I have hereunto subscribed my name and affixed my name and official seal.

Rhonda P. Andrews
Notary Public
Resident of Allen County

January 27, 1984
Commission Expires

Form 1929

73-56-19
6/1/83

9

Improvement Resolution

FOR CURB AND SIDEWALK

No. **5985** - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Lafayette Street Corridor from Pontiac to R.R. Overpass (1600 Block). Improvement to sidewalk, curb, drainage and widening where needed as shown on plans.

See Amended Resolution 73-81-1 6/22/83

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid from L.R.S. and other Federal Funds.

Adopted this 1st *day of* June, 1983

ATTEST: Sharon J. Helmsing
Secretary & Clerk

BOARD OF PUBLIC WORKS: R D Anderson
Betty R. Collins

Calhoun Press

RESOLUTION 73-50-23

WHEREAS, it can be a hardship on the elderly citizens of Fort Wayne to provide continuous access to their water meter, resulting in increased utility bills from the missed reads; and

WHEREAS, the Board of Public Works has the authority to set the charges for various services of the Water Utility, and;

WHEREAS, it is in the interest of the Water Utility and the citizens of Fort Wayne to reduce the number of missed reads and call-backs,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Public Works has established a reduced installation charge for a remote water-meter reading device. Said charge is to be set at $20.00 for the balance of calendar year 1983 and will be available to all senior citizens of Fort Wayne, provided that they are at least 60 years of age, reside within the City Limits of Fort Wayne and currently have the water service in their name. Payment for the remote meter installation may be made in one payment, or, at the option of the customer, may be added to the monthly water bill at the rate of $2.00 per month for 10 months.

Adopted May 25, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

Attest:

Sharon J. Helmsing

Clerk

Form 1920

Improvement Resolution

FOR STREET OR ALLEY

73-48-9
5/25/83

No. 5969- 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, That it is deemed necessary to improve of Ellen Avenue from the east property line of Lakeview Drive to the west property line of Sprunger Avenue.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost of said improvement shall be assessed 75% upon the real estate abutting on said Ellen Ave. as above described and 25% upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the prevailing interes rate ~~of six per cent~~ per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 25th day of May, 1983.

ATTEST: Sharon J. Helmsing
Secretary & Clerk, PRO TEM

BOARD OF PUBLIC WORKS:
Benj R. Collins

COPY

73-46-5
5/23/83

83-010971

QUIT -CLAIM DEED

THIS INDENTURE WITNESSETH THAT: The CITY OF FORT WAYNE, a municipal corporation organized and existing under the laws of the State of Indiana, of Allen County in the State of Indiana, releases and quit-claims to JERRY RUSSO & JOSEPHINE MARY RUSSO of Allen County, State of Indiana, for and in consideration of the real estate and other valuable consideration the receipt whereof is hereby acknowledged, the following described real estate in Allen County in the State of Indiana, to wit:

W. 25 ft. Lot # 57 North Sherwood Terrace Addition to the City of Fort Wayne, Indiana, according to the recorded plat thereof.

ALLEN COUNTY RECORDER
Virginia L. Young

The Grantor certifies that no Indiana Gross Income Tax is due and payable in respect to the transfer made by this Deed.

Dated this 23 day of May, 1983.

CITY OF FORT WAYNE, a municipal corporation

by
Winfield C. Moses, Jr., Mayor

Acknowledged and Attested:

Nadejda Eschoff
Nadejda Eschoff, Acting City Clerk

BOARD OF PUBLIC WORKS

by
Stephen A. Bailey, Chairman

by Betty R. Collins
Betty R. Collins, Member

by
Roberta A. Staten, Member

DULY ENTERED FOR TAXATION
MAY 26 1983
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

STATE OF INDIANA
SS:
COUNTY OF ALLEN

Before me, a Notary Public in and for Allen County, Indiana, this 23rd day of May, 1983, personally appeared Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, who acknowledged the execution of the foregoing instrument for and on behalf of the CITY OF FORT WAYNE, and Nadejda Eschoff, Acting City Clerk of the City of Fort Wayne, who acknowledged the subscription and signature of Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, for the uses and purposes therein.

My commission expires:
7-6-86

Sharon J. Helmsing
Sharon J. Helmsing, Notary Public
Resident of Allen County

* * * * *

INSTRUMENT R 2215

STATE OF INDIANA
SS:
COUNTY OF ALLEN

Before me, a Notary Public in and for Allen County, Indiana, this 23rd day of May 1983, personally appeared Stephen A. Bailey and Betty R. Collins for and on behalf of Board of Public Works, who acknowledge the execution of the foregoing instrument for and on behalf of the CITY OF FORT WAYNE, for the uses and purposes therein expressed.

My commission expires:
7-6-86

Sharon J. Helmsing
Sharon J. Helmsing, Notary Public
Resident of Allen County

PREPARED BY: Sharon Helmsing

Jerry Russo
729 Elmora

COPY

73-46-4
5/23/83

83-010972

QUIT - CLAIM DEED

THIS INDENTURE WITNESSETH THAT: The CITY OF FORT WAYNE, a municipal corporation organized and existing under the laws of the State of Indiana, of Allen County in the State of Indiana, releases and quit-claims to CHARLES N. BORDNER & MARCELL M. BORDNER, of Allen County, State of Indiana, for and in consideration of the real estate and other valuable consideration the receipt whereof is hereby acknowledged, the following described real estate in Allen County in the State of Indiana, to wit:

E. 25 ft. of W. 50 ft. of Lot #57 of North Sherwood Terrace Addition to the City of Fort Wayne, Indiana, according to the recorded plat thereof.

The Grantor certifies that no Indiana Gross Income Tax is due and payable in respect to the transfer made by this Deed.

Dated this 23rd day of May, 1983.

CITY OF FORT WAYNE, a municipal corporation.

by
Winfield C. Moses, Jr., Mayor

1983 MAY 26 AM 11:09
ALLEN COUNTY RECORDER
Virginia L. Young

Acknowledged and Attested:

Nadejda Eschoff
Nadejda Eschoff, Acting City Clerk

BOARD OF PUBLIC WORKS

by
Stephen A. Bailey, Chairman

by Betty R. Collins
Betty R. Collins, Member

by
Roberta A. Staten, Member

DULY ENTERED FOR TAXATION
MAY 26 1983
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

STATE OF INDIANA
SS:
COUNTY OF ALLEN

Before me, a Notary Public in and for Allen County, Indiana, this 23rd day of May, 1983, personally appeared Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, who acknowledged the execution of the foregoing instrument for and on behalf of the CITY OF FORT WAYNE, and Nadejda Eschoff, Acting City Clerk of the City of Fort Wayne, who acknowledged the subscription and signature of Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, for the uses and purposes therein.

My Commission expires:
7-6-86

Sharon J. Helmsing
Sharon J. Helmsing, Notary Public
Resident of Allen County.

* * * * * * * *

STATE OF INDIANA
SS:
COUNTY OF ALLEN

INSTRUMENT R 2216

Before me, a Notary Public in and for Allen County, Indiana, this 23rd day of May 1983, personally appeared Stephen A. Bailey and Betty R. Collins for and on behalf of Board of Public Works, who acknowledged the execution of the foregoing instrument for and on behalf of the CITY OF FORT WAYNE, for the uses and purposes therein expressed.

My commission expires:
7-6-86

Sharon J. Helmsing
Sharon J. Helmsing, Notary Public
Resident of Allen County

PREPARED BY: Sharon Helmsing

40

EMERGENCY RESOLUTION NO. 73 - 45 - 4

WHEREAS, a pavement blow-up occurred in the 5200 block of North Clinton Street; and

WHEREAS, an Emergency existed for immediate repair; and

WHEREAS, Street Engineering received bids from Hipskind Concrete for $5000.00; Moellering Construction Co., Inc. for $7,510.00; John Dehner, Inc. for $6,415.00; and L. W. Dailey, Inc. for $9,800.00.

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists to repair said pavement and requests the Purchasing Department to issue a purchase order to Hipskind Concrete for the lowest bid in the amount of $5,000.00

Adopted this date: May 5, 1982

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Staten Anderson, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:
Sandra E Kennedy
Sandra E. Kennedy, Clerk

[illegible]
ALLEN COUNTY RECORDER
Virginia L. Young

83-011265

73-42-47
5/18/83

AGREEMENT

THIS INDENTURE made this 18th day of May 1983 between the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY," and INDUSTRIAL ENGINEERING, INC., hereinafter referred to as "INDUSTRIAL";

WITNESSETH: That

WHEREAS, "INDUSTRIAL" is seized in fee simple of Part of the Northwest Quarter of Section 21, Township 30 North, Range 12 East in Allen County, Indiana, more particularly described as follows:

Beginning at a point on the east line of the Northwest Quarter of Section 21, Township 30 North, Range 12 East in Allen County, Indiana, said point being 300 feet south of the northeast corner of the NW¼ of Section 21, Township 30 North, Range 12 East; thence south along the east line of the NW¼ of Section 21, Township 30 North, Range 12 East a distance of 814.54 feet; thence west and parallel to the south line of the NE¼ of the NW¼ of Section 21, Township 30 North, Range 12 East a distance of 258.38 feet; thence northerly a distance of 815.44 feet to a point located 300 feet south of the north line of the NW¼ of Section 21, Township 30 North, Range 12 East; thence east and parallel to the north line of the NW¼ of Section 21, Township 30 North, Range 12 East a distance of 280.4 feet to the point of beginning, containing 5.23 acres more or less and subject to road rights-of-way and easements as shown in the Office of the Recorder of said County and State; and,

WHEREAS, there is an existing 14-foot easement established and shown in instrument 81-019128 lying east and adjacent to the west property line of the above described 5.23 acres; and

WHEREAS, "CITY" is the owner of an 8-inch sanitary sewer now located in said easement, and is being used for the servicing of the area bounded by Sandhill Drive, Tielker Road and 500± feet west of Tielker Road; and,

WHEREAS, "INDUSTRIAL" is desirous of erecting buildings A and B on and over a portion of the existing easement as shown on a sketch attached hereto and made a part hereof, and marked Exhibit "A"; and,

WHEREAS, the ground floor and foundation of said buildings will be of concrete construction; and,

WHEREAS, "INDUSTRIAL" has requested of "CITY" a permit for the construction of such buildings on and over said 14-foot easement as generally located on said attached sketch, and "CITY" has signified its willingness to issue such permit upon the condition that the issuance thereof and construction of such buildings shall not in any manner impair the continued use of said sewer line by "CITY," or restrict the right of "CITY" to enter the premises, land and buildings, for the purpose of effecting needed repair or maintenance of said sewer line, and that "INDUSTRIAL" authorizes such entry and grants unto

WPCF B.
C. Duane Embury
-1143

73-40-25
5/18/83

IMPROVEMENT RESOLUTION NO. 5984 - 1983

FOR MISCELLANEOUS CONSTRUCTION

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, That it is deemed necessary to improve and maintain by construction and/or reconstruction of an earthen, steel sheeting, and concrete dike along the St. Marys River and Junk Spillway, specifically described as follows:

The west bank of the St. Marys River from Main Street south to Mechanic Street extended; thence along the east bank of the St. Marys River to a point several hundred feet south of Main Street; thence west and south along the north and west bank of the St. Marys River to a point 150 ± feet east of Greenwood Avenue; thence west along south right-of-way of alley to start of existing floodwall on north side of Swinney Park; thence north and west along existing floodwall to Manufacturers Avenue.

PHASE I -------
The west bank of the St. Marys River from Main Street south to Mechanic Street extended; thence along the east bank of the st. Marys River to Station 30 + 32 a point 290 ± feet south of the foot bridge on Mechanic Street.

PHASE II -------
Beginning at Station 30 + 32 on the east bank of the St. Marys River to a point several hundred feet south of Main Street; thence west and south along the north and west bank of the St. Marys River to a point 150 ± feet east of Greenwood Avenue; thence west along south right-of-way of alley to start of existing floodwall on north side of Swinney Park; thence north and west along existing floodwall to Manufacturers Avenue.

all in accordance with the profile, detail drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid from 1983 Federal Revenue Sharing Funds.

ADOPTED, this 18th day of May, 1983.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

ATTEST: Sandra E. Kennedy
Secretary & Clerk

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins
Betty R. Collins, Member

"CITY" the right to move such merchandise and material and to remove such portions of the flooring and foundations of said buildings as necessary for such purposes, and that "INDUSTRIAL" indemnify "CITY" against loss for expenses necessarily incurred for such moving of merchandise and materials and the removal of such flooring and foundations for such purposes, and that all such covenants shall be binding upon the successors of "INDUSTRIAL" in ownership of said land.

NOW, THIS INDENTURE WITNESSETH that for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto hereby covenant and agree as follows:

1. "CITY" will forthwith, following the signing hereof by the parties hereto withdraw its objections to the issuance of the permit as provided by law and ordinance authorizing construction of the within denoted buildings, on parts of the easement recorded in Instrument 81-019128 in Allen County Recorder's Office and as generally located on the attached sketch, by "INDUSTRIAL."

2. That the issuance of such permit and the construction of such buildings on, over and through the said 14-foot easement shall not in any manner impair the continued use of the within described sewer line by "CITY," nor restrict the right of "CITY" to enter the said premises, land, buildings for the purpose of effecting needed repair or maintenance of said sewer line.

3. "INDUSTRIAL," for itself and its successors and assigns in ownership of said lots, does hereby authorize entry of said premises, land, and buildings by "CITY," and does grant unto "CITY" the right to move such merchandise and material and to remove such portions of the flooring and foundations of said buildings as necessary, from time to time, for the repair and maintenance of said sewer line and agrees that such moving and removal and restoration shall be at the expense of "INDUSTRIAL," or in the event of a prior sale and conveyance of said premises by "INDUSTRIAL," by the then holder of the legal title to said land, as shown by the public records of Allen County, Indiana.

4. This Agreemet shall be construed as covenants running with the land herein described and be binding upon the successors and assigns of the respective parties hereto. "INDUSTRIAL" certifies under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this deed.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

INDUSTRIAL ENGINEERING, INC.

SEAL

Harry P. Laffitte
Harry P La[illegible] President

Margaret Hyde
Margaret Hyde Secretary

"CITY"
MAYOR

BY: Win Moses Jr.
Win Moses, Jr.

BOARD OF PUBLIC WORKS

BY:
Stephen A. Bailey, Chairman

BY:
Roberta Anderson-Staten, Member

BY: Betty R. Collins
Betty Collins, Member

ATTEST:
Sandra E Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

Assoc. City Attorney

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the Undersigned, a Notary Public in and for said County and State, personally appeared the within named INDUSTRIAL ENGINEERING, INC., by Harry P. Laffitte its President, and acknowledged the execution of the foregoing agreement for and on behalf of said corporation and by its authority.

Witness by hand and official seal this 21 day of April, 1983.

Margaret Hyde
Notary Public
Resident of Allen County

My Commission Expires:

4-28-1986

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the Undersigned, a Notary Public in and for said County and State, personally appeared the within named Board of Public Works for the City of Fort Wayne, by Stephen A. Bailey, Chairman; Roberta Anderson Staten, Member; and Betty R. Collins, Member; and Sandra E. Kennedy, Clerk of said Board of Public Works of the City of Fort Wayne and acknowledged the execution of the foregoing agreement for and on behalf of said Board and by its authority.

Witness by hand and official seal this 18th day of May, 1983.

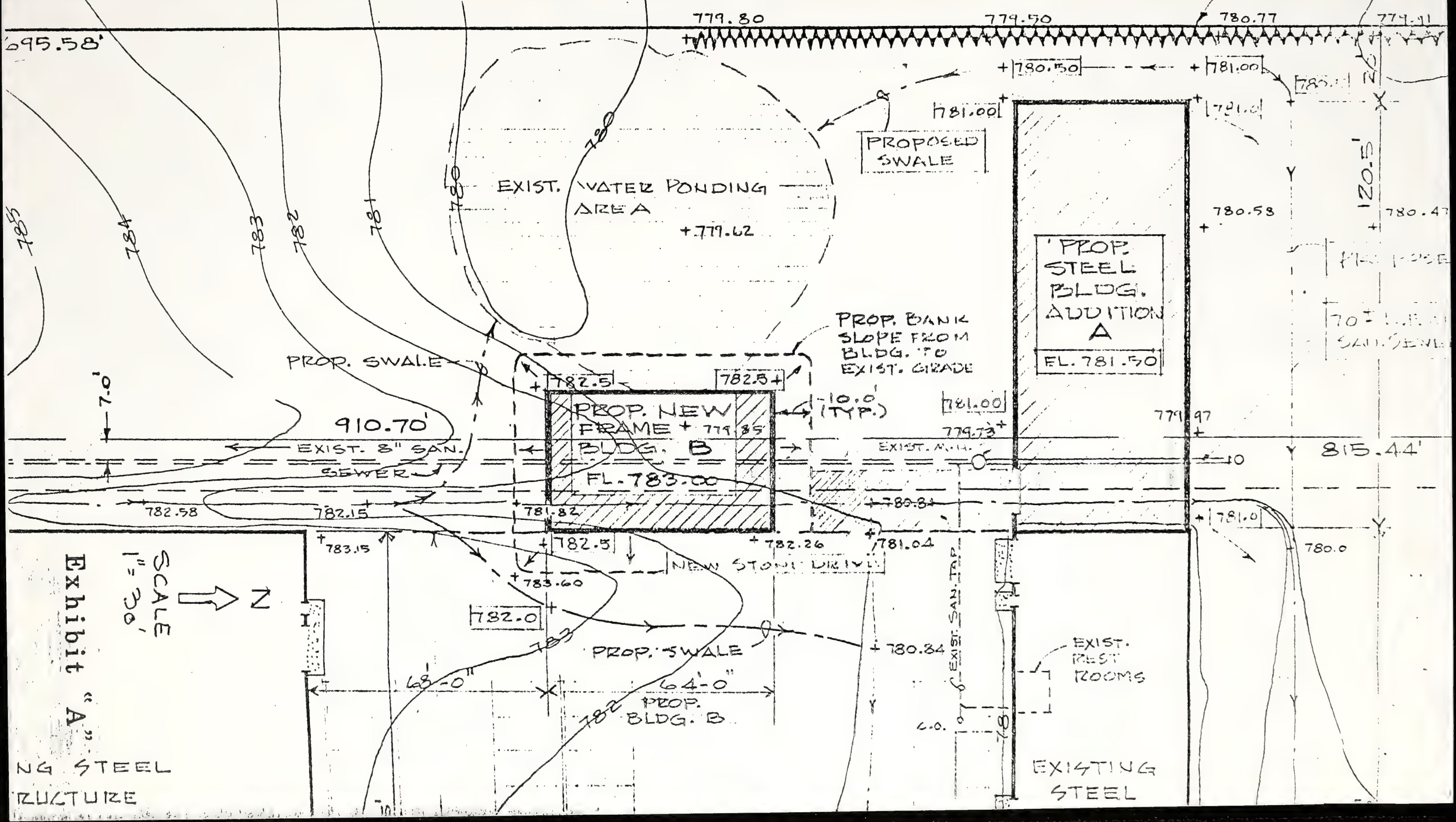
Sharon J. Helmsing
Notary Public
Resident of Allen County

My Commission Expires:

7-6-86

This instrument prepared by
Philip R. Boller, P.E.

SEWER ALL MATERIALS & WORKMANSHIP SHALL MEET THE FEB. 26, 1976 SPECIFICATIONS OF
ENGINEERING DEPT. OF THE CITY OF FT. WAYNE WATER POLLUTION CONTROL UTILITY.
TRACTOR SHALL PAY FOR FULL TIME UTILITY CITY INSPECTOR.



695.58'
779.80
779.50
780.77
779.91
780.50
781.00
EXIST. WATER PONDING AREA
+779.62
PROPOSED SWALE
781.00
780.58
120.5'
780.47
PROP. STEEL BLDG. ADDITION A
FL. 781.50
PROP. BANK SLOPE FROM BLDG. TO EXIST. GRADE
PROP. SWALE
782.5
782.5+
10.0' (TYP.)
781.00
779.73
779.97
PROP. NEW FRAME BLDG. B
+779.85
FL. 783.00
910.70'
7.0'
EXIST. 8" SAN. SEWER
EXIST. M.H.
815.44'
782.58
782.15
781.82
780.84
781.0
780.0
783.15
782.5
782.26
781.04
NEW STONE DRIVE
783.60
782.0
PROP. SWALE
780.84
EXIST. SAN. TAP
EXIST. REST ROOMS
C.O.
68'-0"
64'-0"
PROP. BLDG. B
785
784
783
782
781
780
N
SCALE 1" = 30'
NG STEEL
RUCTURE
EXISTING STEEL

Exhibit "A"

CERTIFICATE OF SURVEY

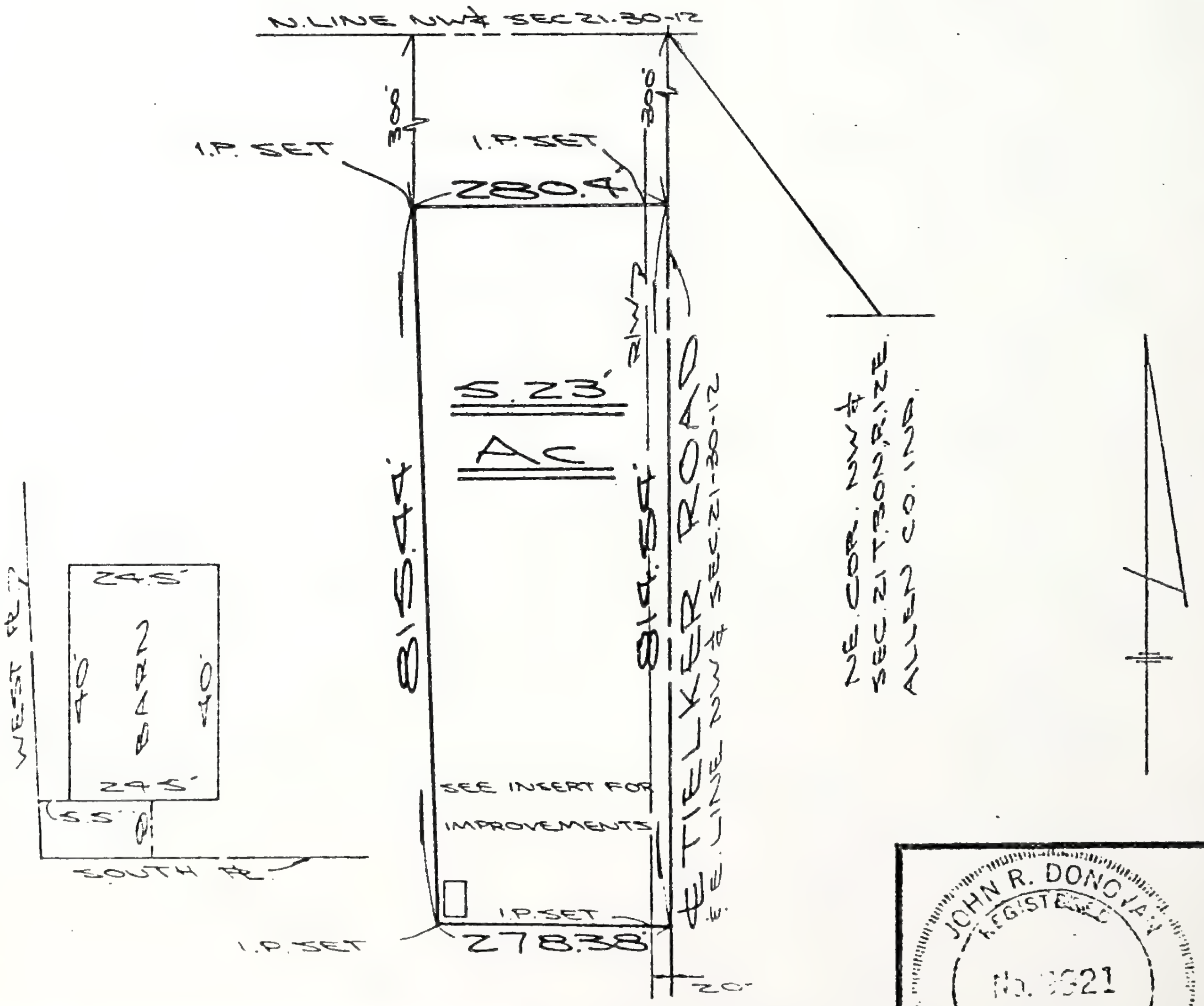
OFFICE OF: JOHN R. DONOVAN
REGISTERED PROFESSIONAL CIVIL ENGINEER No. 9173 INDIANA
REGISTERED LAND SURVEYOR No. 9921 INDIANA
FORT WAYNE, INDIANA

The undersigned Civil Engineer and Land Surveyor hereby certifies that he has made a resurvey of the real estate shown and described below.

Measurements were made and corners perpetuated as shown hereon, in accordance with the true and established lines of the property described, and in conformity with the records in the office of the County Recorder, ALLEN County, Indiana. No encroachments existed, except as noted below.

The description of the real estate is as follows, to wit: Part of the Northwest Quarter of Section Township 30 North, Range 12 East in Allen County, Indiana, more particularly described as follows:

Beginning at a point on the east line of the Northwest Quarter of Sectio 21, Township 30 North, Range 12 East in Allen County, Indiana, said point being 300 feet south of the northeast corner of the NW¼ of Sec. 21-30-12; thence south along the east line of the NW¼ of Sec. 21-30-12 a distance of 814.54 feet; thence west and parallel to the south line of the NE¼ of the NW of Sec. 21-30-12 a distance of 258.38 feet; thence northerly a distance of 815.44 feet to a point located 300 feet south of the north line of the NW¼ o Sec. 21-30-12; thence east and parallel to the north line of the NW¼ of Sec. 30-12 a distance of 280.4 feet to the point of beginning, containing 5.23 ac more or less and subject to road rights of way and easements.


N.LINE NW¼ SEC.21-30-12
30'
30'
I.P. SET
I.P. SET
280.4'
R/W
5.23 Ac
815.44'
814.54'
TIELKER ROAD
E. LINE NW¼ SEC.21-30-12
NE. COR. NW¼ SEC.21-T30N-R12E ALLEN CO. IND.
WEST RD
24.5'
BARN
40'
40'
24.5'
5.5'
SOUTH RD
SEE INSERT FOR IMPROVEMENTS
I.P. SET
I.P. SET
278.38'
20'

JOB FOR: GIGLI-LASSKAS

1"=200'
6-12-73

No. 9921

John R. Donovan

JOHN R. DONOVAN

81-019128

GRANT OF SEWER EASEMENT

THIS INDENTURE WITNESSETH THAT: Industrial Engineering, Inc. of Allen County, State of Indiana, hereinafter referred to as "GRANTOR", for and in consideration of One Dollar, receipt of which is hereby acknowledged, does hereby grant quit-claim, and convey to the CITY OF FORT WAYNE, hereinunder referred to as "GRANTEE", a permanent easement and right-of-way to construct, operate, control, maintain, reconstruct, and remove a sewer line, along and across the following described real property, located in Allen County, State of Indiana, to wit:

PERMANENT EASEMENT

An area 14.0' x 801.44' along the West side of property described on attached survey. Beginning at a point located 1101.54' South of and 278.38' West of the Northeast corner of the Northwest ¼ of Section 21, Township 30 North, Range 12 East, said point being the Northwest corner of an existing easement; thence North along West property line of above mentioned property a distance of 801.44' to a point; thence East along the North property line of said property a distance of 14.0' to a point; thence South and parallel to aforementioned West property line a distance of 801.44' to a point; thence West along the North line of aforementioned existing easement a distance of 14.0' to the point of beginning.

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this deed.

EXECUTED THIS 15th DAY OF September, 1981.

DULY ENTERED FOR TAXATION
SEP 18 1981
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

ALLEN COUNTY RECORDER
1981 SEP 18 10:05

INDUSTRIAL ENGINEERING, INC.

Harry P. Laffkas, President

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Harry P. Laffkas who acknowledged the execution of the foregoing Grant of Easement, as and for voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 15th day of September, 1981.

Keith E. Smith
Notary Public
Resident of Allen County, IN.

My Commission Expires:

KEITH E. SMITH
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES JUNE 6 1985

This instrument prepared by: C. Duane Embury, P.E.

TOM G. 7061

Improvement Resolution

FOR CURB AND SIDEWALK

73-35-14c
5/11/83

No. 5983 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs, sidewalks, and drive approaches where needed within the limits of the following streets:

Randall St. - Both sides from Grant Avenue to Glasgow Ave.

Grant Ave. - Both sides from Maumee Avenue to Humphrey St.

ALTERNATE I

Fletcher Avenue - Both sides from Maumee Avenue to Alliger St.

This area is also known as MEMORIAL PARK NEIGHBORHOOD, PHASE II

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 17th *day of* May 1983

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Betty R. Collins

Improvement Resolution

FOR CURB AND SIDEWALK

73-33-14b
5/11/83

No. 5981 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curb and/or sidewalk where needed within the limits of the following streets:

Colerick - Oliver to Gay

Smith - Pontiac to McKee

Gay - Pontiac to McKee

McKee - Smith to John

ALTERNATE I - McKee St. - John to Weisser Park

ALTERNATE II - Colerick - John to Weisser Park

This area is also known as OXFORD NEIGHBORHOOD IX, PHASE II

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning

Adopted, this 11th *day of* May 1983

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Betty R. Collins

Improvement Resolution

FOR CURB AND SIDEWALK

73-33-14a
5/11/83

No. 5980 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by construction of Capital Improvements on Pontiac St. from John St. to Oliver Street to consist of:

Division I: Construction of new curbs, sidewalks, wingwalks, drive approaches, miscellaneous storm sewers, and street light conduit. This division will also include furnishing and installing precast concrete benches and trash receptacles.

Division II: Landscaping and plantings including street trees, mulches, and accessory items.

This project shall also be known as PONTIAC STREET RENAISSANCE, PHASE II.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning Dept.

Adopted, this 11th *day of* May 1983.

ATTEST: Sandra E Kennedy

BOARD OF PUBLIC WORKS:

RESOLUTION 73 - 29 - 6

WHEREAS, FORT WAYNE NATIONAL BANK has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

> The portion of that certain 14-foot North-South alley which is bounded on the West by Lots 2 through 15, inclusive, of North & Gallmeyer's First Addition to the City of Fort Wayne, according to the plat thereof, recorded in Plat Record 12, Page 81, and re-recorded in Plat Record 13, page 94, in the Office of the Recorder of Allen County, Indiana, and which is bounded on the East by Lots 16 through 23,inclusive, of North and Gallmeyer's First Addition to the City of Fort Wayne, according to the plat thereof, recorded in Plat Record 12, page 81, and re-recorded in Plat Record 13, page 94, in the Office of the Recorder of Allen County, Indiana, said alley to be vacated shown on the site plan attached hereto and made a part hereof;

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public alley has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public alley hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public alley hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public alley or part thereof for the vacation and operation of its utility facilities shall not be deprived of said yse on account of these proceedings unless any said utilites shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, Stephen A. Bailey, Chairman of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Works at their meeting held May 5 1983 and as same appears of record in the official records of said Board of Public Works.

DATED THIS 5th DAY OF May 1983.

FORT WAYNE BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

73-33-15
5/11/83

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5956 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Oakdale Drive with new curb and sidewalk, where needed, between Fairfield Avenue and Hoagland Avenue, said improvement to be funded from the Barrett Law Revolving Account. Special improvement shall also include installation of new ornamental lighting system.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

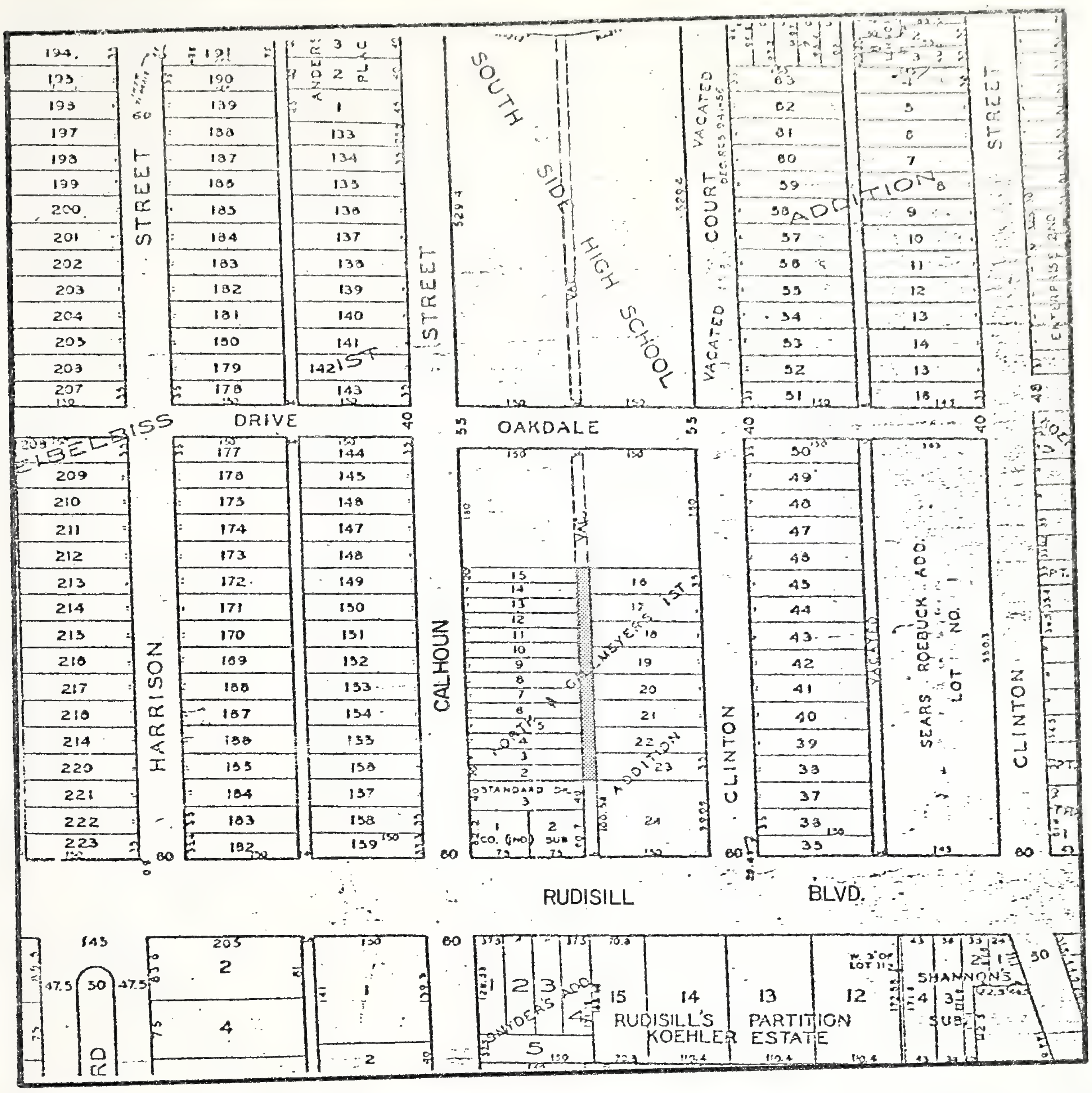
The cost of said improvement shall be assessed 50% on curb & 75% on sidewalk, upon the real estate abutting on said $3.27 street lighting. Oakdale Drive as above described and 50% on curb & 25% on sidewalk upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the prevailing rate ~~of five per cent~~ per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 11th *day of* May 1983.

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Betty L Collins


STREET
HARRISON
STREET
CALHOUN
SOUTH SIDE HIGH SCHOOL
VACATED COURT
VACATED
ADDITION
STREET
CLINTON
CLINTON
DRIVE
OAKDALE
SEARS ROEBUCK ADD. LOT NO. 1
RUDISILL BLVD.
RUDISILL'S PARTITION
KOEHLER ESTATE
SHANNON'S SUB.
SNYDERS ADD.
STANDARD CO. (INC) SUB.
RD

▨ A PETITION TO VACATE A PORTION OF ALLEY.

MAP NO. M-II

6-83-04-15

N

BY M. A. GECOWETS

Res 5957

SIDEWALK IMPROVEMENT RESOLUTION

No. 5957- 1982

73-33-16
5/11/83

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to construct ~~sidewalk on~~ curbface walk on Violet Court from Fairfield Avenue to Hoagland Avenue. This will be funded from the revolving Barrett Law Acct.

Special improvement shall also include installation of new ornamental lighting system.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost of said improvement shall be assessed/60% upon the real estate abutting on said Violet Court as above described and/40% upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the prevailing rate ~~of six per cent~~. per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 11th day of May, 1983

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Betty R Collins

ENGINEERING REMARKS:

N/S alley lying between Oakdale, Rudisill, Calhoun and Clinton.

1. Street Engineering

   Street Engineering recommends vacation of entire alley if possible.

2. Traffic Engineering

   No objection at this time.

3. Park Board

   Ok to vacate.

4. Water Pollution Control Engineering

   Need easement 14 foot wide for sewer. ~~(Form Attached - Please fill out and return.)~~
   ~~Pat Biancaniello~~
   ~~c/o Land Use Management - CD&P~~
   ~~One Main Street~~
   ~~City-County Building~~
   ~~Fort Wayne, IN 46802~~

   NOTE: Commission does not require this form.

5. Water Engineering

   OK - No easement required.

6. GT&E

   Yes, we do require an easement for existing facilities.

   Remarks: GTE serves all business via aerial cable from this alley.

7. I&M

   Yes we do require an easement.

8. NIPSCO

   Yes, we do require an easement for existing facilities and for proposed facilities.

   Remarks: "Notice of Public Utility Use" is attached.

9. Cox Cable Fort Wayne

   No, we do not require an easement.

EMERGENCY RESOLUTION NO. 73 - 27 - 4

WHEREAS, a pavement blow-up occurred in the 4400 block of North Clinton Street; and

WHEREAS, an Emergency existed for immediate repair; and

WHEREAS, the Purchasing Department issued an Emergency Purchase Order to Hipskind Concrete for $9,400.00 for repair of said pavement.

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists to repair said pavement.

Adopted this date: May 19, 1982

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Staten Anderson, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

/

73-27-3
5/5/83
H-I.

RESOLUTION NO. 166-83 AMENDMENT NO. 1

HOAGLAND-PACKARD-KINSMOOR AREA

The Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to ammend Resolution Number 166-83 which provides for the installation of ornamental street lighting in the Hoagland, Packard, Kinsmoor Area to extend the improvement of ornamental street lighting on Hoagland Avenue from Wildwood Avenue to Pontiac Street all in accordance with the drawing and specifications on file in the office of the Board of Public Works of said City and such lighting is now ordered pursuant to I.C. 36-9-9-3 and 36-9-9-10.

A maximum cost of $3.27 per lineal front foot of property shall be assessed upon real estate abutting the above described street. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana.

Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at one-half (1/2) the local prime rate on this date but not lower than nine (9) percent per annum. A bond or bonds shall be issued to the contractor in payments of such work, unless the property owners pay said assessment before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne, Indiana be held responsible for any sum or sums due from said property owner or owners for said work, or for collection of the same, or for the payment of any bond or bonds, certificate or certificates issued to said contractor in payment for such work, except for such monies as shall have been actually received by the City from the assessments for such lighting, or such monies as said City is by said above entitled act required to pay. All proceedings have and any work done in said lighting assessment of property, collection of assessments and issuance of bonds therefore, shall be provided for in said above entitled act and all amendments thereto and supplemental thereof.

Adopted this 5th day of May 1983.

BOARD OF PUBLIC WORKS

Chairman

Member

Betty R Collins

Member

Attest:

Sandra E Kennedy

Clerk

[illegible]

Improvement Resolution

FOR CURB AND SIDEWALK

73-22-7
4/27/83

No. 5979 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs, sidewalks, wingwalks, and drive approaches within the following streets:

HUGH STREET - Francis to Hanna

HANNA STREET - Hayden to Lewis

ALTERNATE I - HANNA STREET - Lewis to Madison

ALTERNATE II - HANNA STREET - Madison to Jefferson

This area shall also be known as EAST CENTRAL IX, PHASE II

New Catch Basins will be bid as ALTERNATE III

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid Community Development & Planning.

Adopted, this 27th *day of* April 1983.

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Betty R. Collins

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

73-33-7
4/27/83

No. 5978 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs, sidewalks, wingwalks, and drive approaches within the limits of the following streets:

CENTRAL - From Pontiac to Colerick

EUCLID - From Pontiac to Colerick

In addition, the following streets shall be designated as Alternates to be decided upon following acceptance of successful bidder:

MC KEE STREET - From Central to Anthony

COLERICK - From Anthony to Alexander

This area shall also be known as PONTIAC PLACE NEIGHBORHOOD, PHASE II.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 27th *day of* April 1983

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Betty R. Collins

Form [illegible]

Improvement Resolution

FOR CURB AND SIDEWALK

73-22-7
4/27/83

No. 5977 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs, sidewalks, wingwalks, and drive approaches within the following streets:

(1) DEWALD STREET: From the alley west of Clinton Street to Lafayette St.;

(2) BARR STREET: From Creighton Avenue to Butler Street;

ALTERNATE I

(1) BUTLER STREET: From Clinton Street to Barr Street

This area shall also be known as LA REZ NEIGHBORHOOD VII, PHASE II.

New Catch Basins will be bid as ALTERNATE II.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 27th *day of* APRIL 1983

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Barry R Collins

1983 MAY -4 AM 9:34
ALLEN COUNTY RECORDER
Virginia L. Young

83-008777

DULY ENTERED FOR TAXATION
MAY 4 1983
AUDITOR OF ALLEN COUNTY

RESOLUTION NO. 73-22-2

AREA CONNECTION FEE

FOR

NORTH MAUMEE SERVICE AREA

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana, has caused to be installed the North Maumee Interceptor Sewers, more commonly known as Sewer Resolutions, Nos. 330, Phases I and II, 331, 332, 333, 334, 335, 336, 337, 338, 339, and 340. Said sanitary sewer interceptor system has been oversized to accomodate additional sanitary sewer extension and connection fees from future users, and,

WHEREAS, the Board of Public Works has previously caused to be installed or purchased sewers within the North Maumee Service Areas, as shown on the attached Exhibit "A,"more commonly known as Resolution Nos. 145, 146, 222, 290, 62-381-44 and the Paulding Road Lift Station Agreement executed 27 February 1963 and amended agreement executed 29 July 1965, and,

WHEREAS, the Board of Public Works has caused certain capital improvements to both its Water Pollution Control Plant,(Federal Grant No. C-180538-01 , Divisions I,II,and III and Advanced Wastewater Treatment Federal Grant C-180774-03) and sanitary sewer system (Infiltration and Inflow Study and System Evaluation, Federal Grant No. C-180775-01), which improvements were to increase the capacity and further improve said facilities to accomodate the additional sewage flows from the North Maumee Service Area, and,

WHEREAS, it is the intent of this Resolution to establish one (1) applicable area connection fee within the North Maumee Service Area, and,

NOW, THEREFORE, in consideration of the foregoing statements, be it resolved by the Board of Public Works that:

1. Within the North Maumee Service Area, as shown on Exhibit "A," all existing area connection fees previously established by Resolution of the Board are hereby rescinded and only the area connection fees hereinafter established shall be applicable.
2. All future users of the sanitary sewer system within the North Maumee Service Area whether by either a direct tap or construction of a lateral or extension thereto, shall pay their fair pro rata share which has been determined and established to be as follows:

W.P.C.E By

A. Area Connection Fees

A fee of Seven Hundred and no/100 ($700.00) Dollars per acre for any area which hereinafter desires sanitary service, exclusive of public streets, parks and railroad rights-of-way.

B. Adjustments to Area Connection Fee

1. The Board reserves the right to adjust the above area connection fee for special conditions.
2. The area connection fees set forth above shall be adjusted annually to reflect inflationary increases. Adjustments shall equal to the increase of the Consumers' Price Index as published by the Department of Labor. The Board shall increase said rates by the 15th day of February each calendar year based upon the increase in the Consumers' Price Index, for the previous year. Said adjustments shall prevail until the following 15th day of February where they shall again be adjusted.

3. The Board has previously established a tap-in fee pursuant to Resolution No. 71-146-10, adopted on 16 December 1981, which has applicability to certain portions of the North Maumee Service Area and where applicable, then the fees therein shall remain applicable in lieu of the Area Connection Fee established in paragraph 2 hereof.

4. The normal sewer tap permit and monthly user's charge shall be paid in additional to the above-stated Area Connection Fee.

ADOPTED this 27 day of April, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

ATTEST:

Sandra E Kennedy

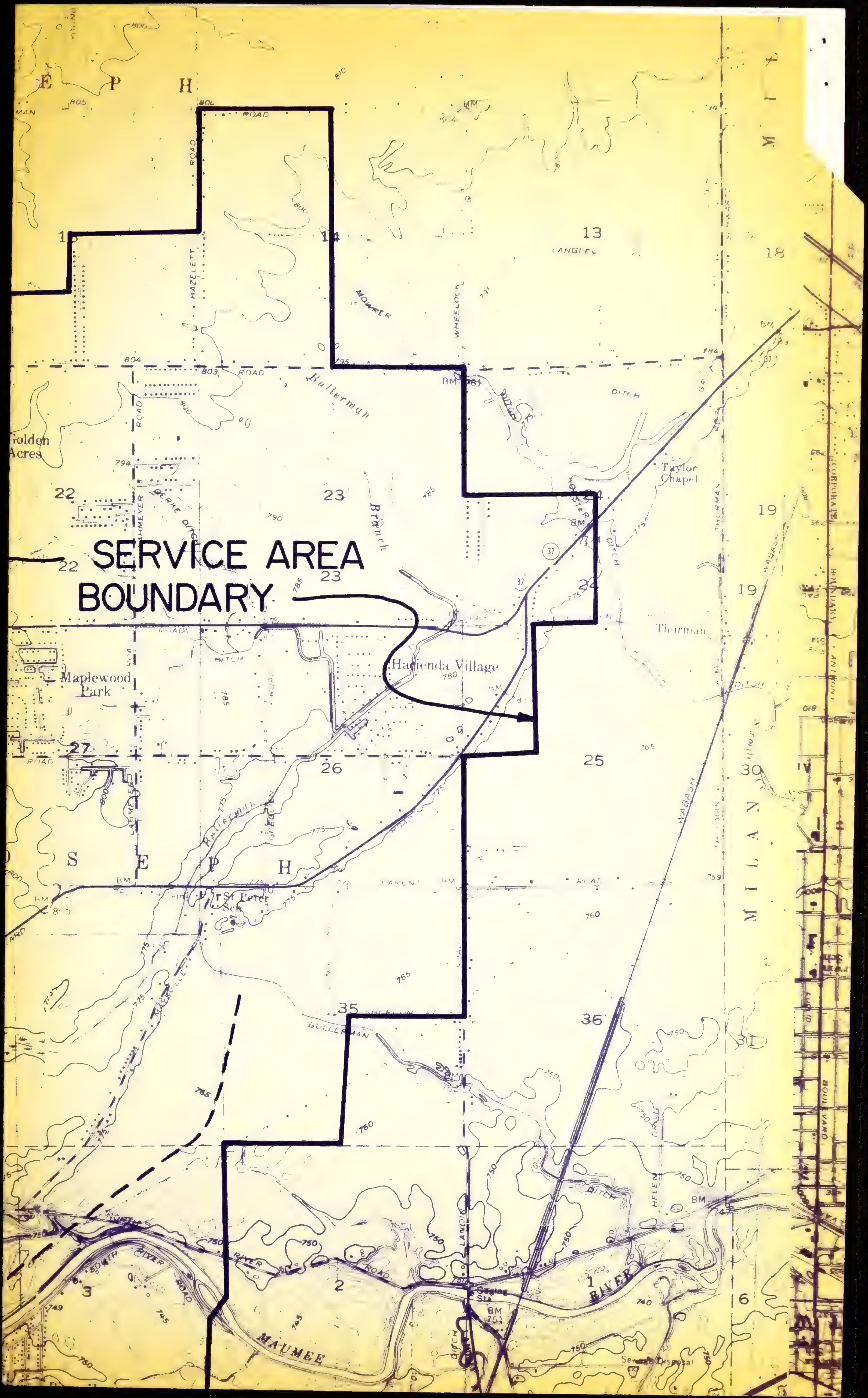
Sandra E. Kennedy, Clerk

This instrument prepared by:
Richard I. Snouffer, Associate
City Attorney

APPROVED AS TO FORM AND LEGALITY

R I Snouffer

CITY ATTORNEY

SERVICE AREA BOUNDARY
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MOWRER
WHEELOCK
LANGLEY
Bullerman
Branch
DITCH
KOESTER
GERKE DITCH
LAHMEYER
Golden Acres
Maplewood Park
Hacienda Village
Taylor Chapel
Thurman
THURMAN
WABASH
St Peter Sch
BULLERMAN
MAYSVILLE
NORTH RIVER ROAD
SOUTH RIVER ROAD
RIVER ROAD
MAUMEE RIVER
HELEN
LANDIN
Sewage Disposal
BM
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M I L A N
M I L
BOULEVARD
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A. Area Connection Fees

A fee of Seven Hundred and no/100 ($700.00) Dollars per acre for any area which hereinafter desires sanitary service, exclusive of public streets, parks and railroad rights-of-way.

B. Adjustments to Area Connection Fee

1. The Board reserves the right to adjust the above area connection fee for special conditions.
2. The area connection fees set forth above shall be adjusted annually to reflect inflationary increases. Adjustments shall equal to the increase of the Consumers' Price Index as published by the Department of Labor. The Board shall increase said rates by the 15th day of February each calendar year based upon the increase in the Consumers' Price Index, for the previous year. Said adjustments shall prevail until the following 15th day of February where they shall again be adjusted.

3. The Board has previously established a tap-in fee pursuant to Resolution No. 71-146-10, adopted on 16 December 1981, which has applicability to certain portions of the North Maumee Service Area and where applicable, then the fees therein shall remain applicable in lieu of the Area Connection Fee established in paragraph 2 hereof.

4. The normal sewer tap permit and monthly user's charge shall be paid in additional to the above-stated Area Connection Fee.

ADOPTED this 27 day of April, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:

Sandra E Kennedy
Sandra E. Kennedy, Clerk

This instrument prepared by:
Richard I. Snouffer, Associate
City Attorney

APPROVED AS TO FORM AND LEGALITY
Snouffer
CITY ATTORNEY

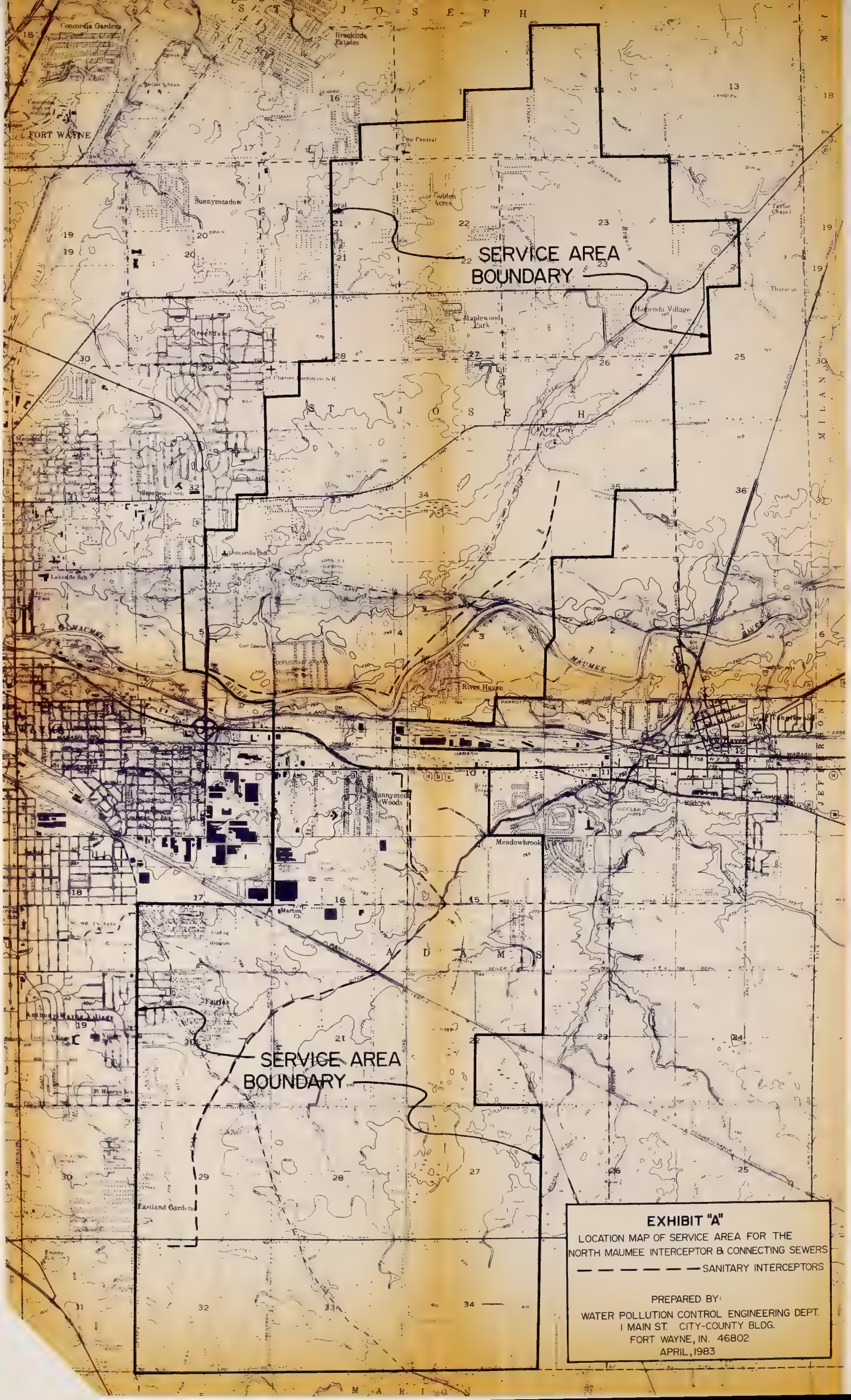
SERVICE AREA BOUNDARY
SERVICE AREA BOUNDARY
S T J O S E P H
S T J O S E P H
A D A M S
M A R I O N
M I L A N
J E F F E R S O N
FORT WAYNE
Concordia Gardens
Brookside Estates
Sunnymeadow
Top Central Sch
Golden Acres
Royal Oak
Hacienda Village
Maplewood Park
Greendale
St Charles Borromeo Sch
Brentwood Sch
Concordia Sch
Lakeside Sch
Golf Course
River Haven
MAUMEE
RIVER
WABASH
New Haven
Sunnymede Woods
Meadowbrook
Fairfax
Anthony Wayne Village
St Henry Sch
Eastland Gardens
Taylor Chapel
Thurman
PENNSYLVANIA

EXHIBIT "A"

LOCATION MAP OF SERVICE AREA FOR THE
NORTH MAUMEE INTERCEPTOR & CONNECTING SEWERS

— — — — — — — SANITARY INTERCEPTORS

PREPARED BY:
WATER POLLUTION CONTROL ENGINEERING DEPT.
1 MAIN ST. CITY-COUNTY BLDG.
FORT WAYNE, IN. 46802
APRIL, 1983

73-14-9
4/20/83
H I.

WATER MAIN IMPROVEMENT RESOLUTION

NO. 1029- 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along

Columbia Avenue from Coliseum Boulevard, eastward 400±', to the East line of Lots 33, and 42, in Curdes Homewood Addition to the City of Fort Wayne, Indiana.

Said water main, with all its appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said City.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the City is benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, Indiana Code, Title 36, Act 36-9-19-32 and Acts 36-9-20-1 thru 36-9-20-19 effective September 1, 1981, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments with interest at the rate set by Board of Public Works, per annum, and shall be financed by the Barrett Law Revolving Improvement Fund as provided for in the above entitled acts. All proceedings and any work done in said water main improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

ADOPTED this 20 day of April, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Clerk, Board of Public Works

93-14-8
4/20/83
[illegible]

WATER MAIN IMPROVEMENT RESOLUTION

NO. 1028- 19 83

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along

Arizona Avenue, Dunn Street, Virginia Avenue, Donnell Avenue, and Conrad Street, all in Houser Sub, Norwood Addition and Norwood Augmented Addition.

Said water main, with all its appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said City.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the City is benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, Indiana Code, Title 36, Act 36-9-19-32 and Acts 36-9-20-1 thru 36-9-20-19 effective September 1, 1981, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments with interest at the rate set by Board of Public Works, per annum, and shall be financed by the Barrett Law Revolving Improvement Fund as provided for in the above entitled acts. All proceedings and any work done in said water main improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

ADOPTED this 20 day of April, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:

Sandra E Kennedy
Clerk, Board of Public Works

EMERGENCY BUILDING RESOLUTION NO. 73-14-7

WHEREAS, the Department of Water Maintenance & Service located at 415 E. Wallace Street, has experienced for the past several years a deterioration of the building roof; and

WHEREAS, anytime it rains, water leaks into the employees working area creating a hazardous condition in the working area; and

WHEREAS, it has been determined that an immediate replacement of the roof is necessary to protect the safety and welfare of the employees of the Water Maintenance & Service Department; and

WHEREAS, the funds have been appropriated in the 1983 Capital Budget for roof replacement; and

WHEREAS, the Water Maintenance & Service Department cannot accomplish the necessary repairs to said roof by Force Account;

NOW THEREFORE, the Board of Public Works hereby declares that an immediate emergency does exist to repair the condition of said roof and directs the following actions to be taken:

1. The Director of Water Resources shall submit to the Board of Public Works proof that at least three (3) or more persons, firms or corporations known to deal in the work required to be done, have been solicited to bid the repair.
2. The Purchasing Department issue a confirming Purchase Order to the contractor selected by the Board.

Approved this 20th day of April, 1983.

A true copy is incorporated herein.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy

Clerk

EMERGENCY RESOLUTION 73 - 11 - 4

April 18, 1983

WHEREAS, the Street Engineering Department has determined an immediate repair of Belle Vista Dike, and

WHEREAS, the Board of Public Works hereby declares an emergency does exist to repair said Dike, and received bids from the following contractors:

Spears-Dehner	$4807.65
Dailey, Inc.	$5243.50
Moellering, Inc.	$6338.90

NOW, THEREFORE, the Board of Public Works instructs the Purchasing Department to issue a Purchase Order to Spears-Dehner for their low bid of $4807.65.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

Attest: Sandra E. Kennedy

Sandra E. Kennedy, Clerk

Improvement Resolution

FOR CURB AND SIDEWALK

73-9-132
4/13'83

No. 5976 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curb and sidewalk, where needed, within the limits of the following streets:

WINTER STREET - From Pontiac Street to Creighton

FISHER STREET - From Reed Street to Winter Street

REED STREET - From Pontiac Street to north property line of Fisher

This area is also known as HANNA-CREIGHTON VIII, PHASE II.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 13th *day of* April 1983

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5975 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curb and sidewalk in HAMILTON PARK NEIGHBORHOOD, PHASE II, as follows:

THIRD STREET - St. Marys to Schilling

ALTERNATE I - FRANKLIN AVENUE - Sinclair to Third St.

ALTERNATE II - SINCLAIR - Schilling to Leora

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 13th *day of* April 1983

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Improvement Resolution

FOR CURB AND SIDEWALK

73-9-12b
4/13/83

No. **5973**- 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs, sidewalks, wingwalks, and drive approaches within the following streets:

BRANDRIFF ST. - From Hoagland Avenue to Webster St.

WEBSTER ST. - From Melita Street to Masterson Ave.

WALLACE ST. - From Webster Street to Harrison St.

PRINCE ST. - From Masterson Avenue to its southern terminus

ALTERNATE I - MASTERSON AVENUE - From Hoagland Ave. to Harrison St.

This Area shall also be known as HOAGLAND/MASTERSON Neighborhood, Phase II.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 13th *day of* April 1983.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Form 1529

Improvement Resolution

FOR CURB AND SIDEWALK

979-152
4/13/83

No. 5972 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs, sidewalks, wingwalks, and drive approaches within the following streets:

DEWALD ST. - From Broadway to Fox Avenue

MINER STREET - From Creighton Ave. to DeWald St.

FOX AVENUE - From Creighton Ave. to DeWald St. (To be Bid as Alternate #1)

and FOX AVENUE - From DeWald Street to Poplar St. (To be Bid as Alternate #2)

This area shall also be known as POPLAR NEIGHBORHOOD, PHASE II

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 13th *day of* April 1983.

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

BOARD OF PUBLIC WORKS RESOLUTION

73-8-11

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana, has heretofore adopted certain resolutions restricting, limiting and otherwise controlling vehicular traffic and parking on Barr Street from Jefferson Boulevard and north to Main Street, as well as Market Place between Washington Boulevard and Berry Street; and

WHEREAS, the Board of Public Works has determined that it would be beneficial for the more effective flow of traffic and control of public parking to re-open said portions of Barr Street to two-way traffic, to prohibit parking in certain of said portions of Barr Street and to close Market Place to all traffic and devote same to off-street parking;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA:

1. That the prior resolutions of the Board closing Barr Street at its intersection with Washington Boulevard and otherwise providing for vehicular traffic direction and parking be and the same are herewith repealed.

2. That Barr Street from Jefferson Boulevard to Main Street is herewith declared to be open to two-way vehicular traffic and all parking along either side of same is herewith prohibited.

3. That present restrictions and barricades to the flow of traffic from Washington Boulevard onto Barr Street shall be removed as soon as same can be accomplished.

4. That all public parking and vehicular traffic on Market Place from Washington Boulevard to its northern terminus is herewith prohibited and said portions of Market Place shall be restricted to off-street parking only with the street engineering department to provide appropriate design and control criteria, plans, and specifications to accomplish said purpose in cooperation with abutting owners of property or prospective users of said off-street parking.

5. That appropriate easements are reserved and continued, whenever required, for all public utilities occupying and using any portions of Market Place and such utilities shall not be deprived of such use on account of these proceedings.

Stephen Baily, Chairman

Roberta Anderson - Staten Member

Betty R. Collins

Betty Collins - Member

Attest:

Sandra Kennedy

Sandra Kennedy, Clerk

C/r

MUNICIPAL STREET LIGHTING
DECLARATORY RESOLUTION
No. 167-83

73-8-10
4/13/83
H. I.

WOODHURST ADDITION

The Board of Public Works of the City of Fort Wayne, Indiana, having been petitioned by certain property owners in the Woodhurst Addition more specifically defined as; Southwood Ave. from Pettit Ave. to Roxbury Dr., Old Mill Rd. from Pettit Ave. to Old Farm Circle, Indiana Ave. from Pettit Ave. to Old Farm Circle, Tacoma Ave. from Pettit Ave. to Woodhurst Blvd., South Wayne Ave. from Pettit Ave. to Old Farm Circle, Woodhurst Blvd. from Fairfield Ave. to Old Farm Circle, Roxbury Ct. from South Wayne Ave. to Fairfield Ave., Worthman Ct. from Fairfax Ave. to Roxbury Ct., Century Ct. from Old Mill Rd. to its terminus, Fairfax Ave. from Old Mill Rd. to Fairfield Ave. and Old Farm Circle from Old Mill Rd. to South Wayne Ave.; all in accordance with the drawings and specifications on file in the Office of the Department of Public Works of said City and such lighting is now ordered pursuant to I.C. 36-9-9-3 and 36-9-9-10.

A maximum cost of $3.27 per lineal foot of property shall be assessed upon real estate abutting the above described streets. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana.

Assessments, if deferred, are to be paid in ten (10) equal installments, with interest @ one-half (½) the local prime rate on this date but not lower than nine (9) percent per annum. A bond or bonds shall be issued to the contractor in payments of such work, unless the property owners pay said assessment before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne, Indiana be held responsible for any sum or sums due from said property owner or owners for said work, or for collection of the same, or for the payment of any bond or bonds certificate or certificates issued to said contractor in payment for such work, except for such monies as shall have been actually received by the City from the assessments for such lighting, or such monies as said City is by said above entitled act required to pay. All proceedings have and any work done in said lighting assessment of property, collection of assessments and issuance of bonds therefore, shall be provided for in said above entitled act and all amendments thereto and supplemental thereof.

Adopted, this 13th day of April 1983

BOARD OF PUBLIC WORKS

ATTEST:
Sandra E Kennedy
Clerk

RESOLUTION 73-5-2

BE IT RESOLVED, by the Board of Public Works of the City of Fort Wayne, Allen County, State of Indiana, that;

WHEREAS, the City of Fort Wayne did experience a devastating flood in March of 1982, and

WHEREAS, immediately thereafter the City in cooperation with County, State, Federal and private individuals, did prepare a Fort Wayne/Allen County Flood Protection Plan dated April, 1982, and

WHEREAS the City did prepare a Hazard Mitigation Request for Backwater Gates and Lift Station Relief dated March, 1983, and

WHEREAS, said plans and reports demonstrate the benefit of installing and maintaining backwater gates on sewers and drains discharging into the rivers and flood plain, and

WHEREAS, the Master Plan for Fort Wayne/Allen County Flood Protection has been formally adopted by the City Council of the City of Fort Wayne, Indiana, and

WHEREAS, it is the purpose of this resolution to set forth the policy and procedures for installing and maintaining backwater gates within the jurisdiction of the City of Fort Wayne.

NOW, THEREFORE, BE IT RESOLVED: That any new storm sewers or drains constructed and discharging into the rivers or ditches that fall within the flood hazard boundaries shall have installed as part of their initial construction a backwater gate. The flood hazard area is that as designated by the Flood Hazard Boundary Map for the City of Fort Wayne and Allen County, Indiana, identified as Community No. 180003-A dated 1/30/76 as prepared by the Department of Housing and Urban Development, Federal Insurance Administration.

A copy of this Resolution shall be distributed to all City Engineering Departments and other private engineering firms doing work within the flood hazard areas that would be affected by this policy.

The Board of Public Works hereby designates the Water Pollution Control Engineering Department as the official City agency having responsibility for the interpretation, review and enforcement of this policy.

ADOPTED this 7th day of April, 1983.

BOARD OF PUBLIC WORKS

Betty R. Collins

ATTEST:

Sandra E. Kennedy

Clerk

73- [illegible]
4/6/83

STREET LIGHTING RESOLUTION NO. 172-83

MEMORIAL PARK N.S.A.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light the Memorial Park N.S.A., more specifically defined as Wabash Ave. from Maumee Ave. to Humphrey St., Grant Ave. from Maumee Ave. to Humphrey St., Randall St. from Grant Ave. to Glasgow Ave., all in accordance with the detailed drawings and specifications on file in the office of the Department of Public Works of said City; and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title I of 1974 Housing and Community Development Act.

Adopted, this 6th day of April 1983

BOARD OF PUBLIC WORKS

Betty R. Collins

ATTEST:

Sandra E. Kennedy

Clerk

73-2-12
4/6/83

STREET LIGHTING RESOLUTION NO.171-83

Poplar N.S.A.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light the Poplar N.S.A., more specifically defined as Poplar St. from Miner St. to Fox Ave., Walnut St. from Miner St. to Fox Ave., Miner St. from Walnut St. to Dewald St. all in accordance with the detailed drawings and specifications on file in the office of the Department of Public Works of said City; and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Adopted, this 6th day of April 1983

BOARD OF PUBLIC WORKS

Betty R. Collins

ATTEST:
Sandra E. Kennedy
Clerk

22-4-14
4/6/83

STREET LIGHTING RESOLUTION NO. 170-83

HOAGLAND-MASTERSON N.S.A.

Resolved by the Board of Public Works of the City of Fort Wayen, Indiana, that it is deemed necessary to light the Hoagland-Masterson N.S.A., more specifically defined as Melita St. from Bass St. to 200ft. east, Bass St. from Fairfield Ave. to Hoagland Ave, Prince St. from Bass St. to its southern terminus, Hoagland Ave. from Melita St. to Masterson Ave, Masterson Ave. from Fairfield Ave. to Hoagland Ave., all in accordance with the detailed drawings and specifications on file in the office of Department of Public Works of said City; and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Connumity Development Block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Adopted, this 6th day of April 1983

BOARD OF PUBLIC WORKS

Betty R. Collins

ATTEST:
Sandra E. Kennedy
clerk

73-[illegible]
[illegible]

STREET LIGHTING RESOLUTION NO. 169-83
HAMILTON PARK N.S.A.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light the Hamilton Park N.S.A., more specifically defined as High St. from St. Mary's Ave. to Sherman Blvd., Oakland St. from Third St. to High St., Third St. from Sherman Blvd. to St. Mary's all in accordance with the detailed drawings and specifications on file in the office of the Department of Public Works of said City; and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Adopted, this 6th day of April 1983

BOARD OF PUBLIC WORKS

Betty R. Collins

ATTEST:
Sandra E. Kennedy
Clerk

75 [illegible]
4/6/83

STREET LIGHTING RESOLUTION NO. 168-83

EAST CENTRAL N.S.A.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light the East Central N.S.A., more specifically defined as Francis St. from Lewis St. to Hayden St., Hugh St. from Hanna St. to Harmar St., Eliza St. from Francis St. to Harmar St., all in accordance with the detailed drawings and specifications on file in the office of the Department of Public Works of said City; and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Community Development block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Adopted, this 6th day of April, 1983

BOARD OF PUBLIC WORKS

Betty R. Collins

ATTEST:
Sandra E Kennedy
Clerk

WEDNESDAY, APRIL 6, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, and S. E. Kennedy, Clerk. — Present.

1. RECEIVE BIDS: — Award contract on Monday, April 11, 1983.

Resolution 5968-83, Group I, 1983 Resurfacing (Eastwick, Lasalle, etc.)

	Base Bid	Alternate
Brooks Construction	$195,008.00	$42,450.00
L. W. Dailey	206,488.90	53,500.00
Moellering Construction	214,250.30	44,791.60
Rieth Riley Construction	269,825.60	42,030.00
Wayne Asphalt	216,034.46	44,100.00
Engineer Estimate	231,165.00	44,350.00

2. RECEIVE BIDS: — Award contract on Monday,April 11, 1983.

Resolution 386-83, Berry Street Sewer Abandonment & Interconnection Project. (DSR - 043097)

	Division I	Division II
Bercot, Inc.	$318,714.75	-
Dehner, Inc.	249,440.70	-
Gunite Company	-	$276,100.00
Land Excavating	256,990.75	-
Midwest Mole Inc.	-	200,300.00
T-G Excavating	259,989.00	-
Engineer Estimate	289,850.00	198,000.00

3. Received the following Driveway Applications: — Approved and permits issued..

6303 Wood Rim Run	Holida Homes
1001 Larch Lane	Holida Homes
519 Mechanic	Harley Graham

4. Received the following Street Cut Applications: — Approved and permits issued.

1222 Boone	NIPSCO
305 Brandriff	"
1416 Broadway	"
2115 Broadway	"
Calhoun from Berry to 1st alley s/o Washington	Gen. Tel.

4. Continued.

1900 Blk.Carew.	Shambaugh & Sons
On Clay @ Brackenridge	NIPSCO
1803 Fairfield	"
509 Fairmont	"
1405 Fletcher	"
1302 W. Fourth St.	"
1420 Francis	"
6615 S. Hanna	"
Hatfield Rd. 1300S/of Washington Ctr. Rd.	
1703 Hawthorn Dr.	NIPSCO
804 Hayden St.	"
1213 W. Jefferson Blvd.	"
2440 John	"
2211 S. Lafayette	"
On Lavina behind 1023 Wilt	"
211 E. Leith	"
311 E. Leith	"
317 E. Lewis	"
Michigan Ave. Storm Sewer - various cuts	WPC Eng.
Michigan Ave. Area various cuts	NIPSCO
2016 Oakley	"
717 Osage	T & G Excavating
1019 Pape Ave.	NIPSCO
2624 St. Mary's Ave.	"
2626 Schaper	"
5001 Standish	"
1328 W. Wayne	"
155 W. Williams	"
266 W. Williams	"

EMERGENCY CUTS

435 W. Creighton	NIPSCO
612 Dayton	"
1823 - 2226 S. Lafayette	"
3713 Lillie	"
5826 Riveria	"
2435 Webster	"
208 W. Williams	"
235 W. Williams	"
225 W. Williams	"
129 W. Williams	"
231 W. Williams	"
213 W. Williams	"
120 W. Williams	"
119 W. Williams	"

5.	Received payment request from Tazian and Associates in the amount of $975 for field staking on Resolution 359-82 Cook Road Industrial Center.	Approved and ordered City Utilities to pay invoice from W. O. 72671.
6.	Received payment request from Hagerman-Shambaugh in the amount of $42,542.90 on the WPC Plant Expansion, Division I; and in the amount of $2,239.10 to Escrow - Lincoln National Bank.	Approved and ordered City Utilities to pay invoice for Hagerman - Shambaugh and the escrow to Lincoln Bank.

7.	Received payment request from HNTB in the amount of $4,869.70 for Engineering services on the WPC Plant Expansion Division I.	Approved and ordered City Utilities to pay invoice #98.
8.	Received payment request from HNTB in the amount of $31,318.44 for engineering services on the WPC Expansion Division I.	Approved and ordered City Utilities to pay invoice #96.
9.	Received Change Order #3 on Resolution 330-80, North Maumee Interceptor, Phase I with Rocco Ferrera in the amount of $41,189.22 - Decrease.	Approved and ordered sent to Common Council on Tuesday, April 26, 1983.
10.	Received payment request #56 from Howard Needles Tammen & Bergendoff in the amount of $7,956.09 for engineering services on the AWT C-180774 03.	Approved and ordered City Utilities to pay invoice: Amount paid by Check - $6,762.68 Amount paid by Note - $1,193.41
11. a)	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Dehner, Inc. on the North Maumee Study Area projects: Resolution 330-80, Phase II North Maumee Interceptor Resolution 333-80 Cassel Heights Sanitary Sewer Resolution 335-80 Anthony Wayne Pump Station Resolution 336-80 Trier Ditch-Trier Ridge Pump Station Resolution 337-80 Trier Ditch - Zuber's Addition All are acceptable and can be made an integral part of the City of Fort Wayne's Sewer System.	Approved. Ordered Acceptance Letter written.
b)	Also, received request to reduce the retainage on the above projects to a zero balance.	Approved. Authorization for Payment has been executed.

12.	Received request for release of retainage and received inspection report from the WPC Engineering Department and completion Affidavit of Winzeler Excavating on the following Junk Ditch Study Area projects: Resolution 342-80 Junk Ditch Sewer Resolution 348-80 Lagro Addition Resolution 351-80 Westwood Addition	Approved and executed the Authorization for Payment reducing the balance in escrow to zero on the three resolutions. Approved and the projects will be made an integral part of the City of Fort Wayne's Sewer System. Ordered Acceptance Letter written.
13.	Received an agreement between the City of Fort Wayne and Norfolk & Western Railway pertaining to Glasgow Avenue N&W RR Crossing, Project No. RRS-9902(7).	Approved. A copy is on file in the Board of Public Works.
14.	Received the following Street Lighting Resolutions: Resolution 168-83 East Central N.S.A. Resolution 169-83 Hamilton Park N.S.A. Resolution 170-83 Hoagland-Masterson N.S.A Resolution 171-83 Poplar N.S.A. Resolution 172-83 Memorial Park N.S.A.	Approved and adopted. A true copy herein incorporated. Advertise Notice to Contractors April 8 & 15, 1983. Receive bids on Monday, April 25, 1983 at 9:00 a.m. Ordered Street Lighting Engineering to prepare documents.
15.	AWARD CONTRACT Received recommendation and tabulation from WPC Engineering for Resolution 388-83, Calhoun Street 42" Combination Sewer Repair. Paid from Sewer Utility and Federal Disaster Aid Funds (DSR 048098)	Award contract to Land Excavating, Inc. at and for their bid in the amount of $7,825.00 subject to councilmanic approval. Ordered WPC Engineering Department to prepare contract and necessary documents.

Meeting adjourned at 10:15 a.m. 4-6-83

Betty R. Collins

Attest: Sandra E Kennedy

THURSDAY, APRIL 7, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Hearing held at 3:30 p.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk,	Present
1. Continued from March 24, 1983 HEARING ON CONFIRMATION: Street Lighting Resolution 164-83, installation of ornamental lighting on Oakdale from Broadway to South Wayne. Remonstrance received after being tabulated by the Street Lighting Engineering Department, contains 87 of 172, or 50.58% of the resident property owners.	NOT CONFIRMED. Rescind all action.
2. Received RESOLUTION 73-5-2 requiring that any new storm sewers or drains constructed and discharging into the rivers or ditches that fall within the flood hazard boundaries shall have installed as part of their initial construction a backwater gate.	Approved and adopted. A true copy herein incorporated.
3. Received payment request from Ground Services, Inc. in the amount of $17,175.86 on Resolution 359-82, Cook Road Industrial Center Sanitary Sewer.	Approved and City Utilities to issue two checks as follows: $9,504.55 to Ground Services, Inc. & Midwest Tile and Concrete & Products, Inc. $7,671.31 to Ground Services, Inc. only.

Meeting adjourned at 3:47 p.m.

Betty R. Collins

Attest: Sandra E Kennedy

MONDAY, APRIL 11, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 11:00 a.m.

	S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk.	Present
1.	Award Contract: Received tabulation and recommendation prepared by Street Engineering Department for Resolution 5968-83, Group I of the 1983 Resurfacing. Paid from LR&S Funds.	Award contract to Brooks Construction Co., Inc. at and for their bid in the amount of $237,458.00, subject to Councilmanic Approval. Ordered Street Engineering to prepare contract documents.
2.	Award contract: Received tabulation and recommendation prepared by Bonar & Associates, Inc. for Resolution 386-83, Berry Street Sewer Replacement and Interconnect Project. Paid from Sewer Utility Fund and Federal Disaster Aid Funds (DSR 043097).	Award Division I contract to John Dehner, Inc. at and for their bid in the amount of $249,440.70 subject to councilmanic approval. A decision on Division II will be made at a later date. Ordered Bonar & Associates to prepare contract.

Meeting adjourned at 11:30 a.m.

Betty R. Collins

Attest: Sandra E Kennedy

WEDNESDAY, APRIL 13, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk, — Present

1. Receive bids: Resolution 5970-83, Group 2, 1983 Resurfacing. — Award contract on Monday, April 18, 1983 at 9:00 a.m.

Brooks Construction	$171,890.85
Alternate	-48,080.00
Dailey Asphalt	176,302.30
	11,085.00
Moellering	165,931.55
	48,680.00
Rieth Riley	214,842.10
	46,256.00
Wayne Asphalt	185,881.24
	47,315.00
Engineer's Estimate	199,899.50
	47,745.00

2. Receive Bids: Resolution 387-83, Michigan Avenue Storm Sewer Improvement. — Award contract on Monday, April 18, 1983 at 9:00 a.m.

Bercot Inc.	$366,171.50
John Dehner, Inc.	398,501.45
Fattore Construction	498,441.75
Fleming Exc. Inc.	418,158.25
Land Excavating	341,368.90
T-G Excavating	346,100.90
Engineer's Estimate	350,000.00

3. Received a driveway application for 665 Greenlawn from Roussel Concrete Construction. — Approved and permit issued.

4. Received payment request from Miller-Davis in the amount of $77,376.00 for the Civic Center Parking Garage, Phase II. — Approved.

5. Received Change Order #2 for Resolution 328-80, Neuhaus Interconnect, with Ground Services, Inc. - an extension of time to June 30, 1983. — Approved.

6.	Received payment request from T-G Excavating, Inc. in the amount of $9,324.00 for Resolution 363-82, Group 6B, Terminal Ponds & Sludge Lagoons.	Approved and ordered City Utilities to pay invoice.
7.	Received payment request from John Dehner, Inc. in the amount of $78,462.11 for Resolution 374-82, Third Street.	Approved and ordered City Utilities to pay invoice.
8.	Received payment request from Land Excavating, Inc. in the amount of $15,984.60 for work on Group 3 Sewer Repairs, Resolution 364-82.	Approved and ordered City Utilities to pay invoice.
9.	Received the following petitions for street lighting: 2700 block of McKee. 3020 Turpie 2300 block of Drexel S. Monroe from 4530 to corner of alley at Sherwood Terrace. Shady Brook from New Haven to Raymond. Scheele from Birchwood to Redwood Rodgers from Birchwood to Redwood Felician from Edsall to Woodside Birchwood from Pontiac to New Haven McCormick from Birchwood to Coliseum Holly Ave. from New Haven to Pontiac Fleetwood from New Haven to Pontiac Harvester from Edsall to Holly Redwood from New Haven to Pontiac Logan from Birchwood to Redwood	Approved and ordered Street Lighting Engineering to investigate and report.
10.	Received Street Lighting Resolution 167-83 and the property ownership list prepared by the Street Lighting Engineering Department for Woodhurst Addition.	Approved and adopted. A true copy herein incorporated. Advertise Notice to Property Owners on April 15 & 22, 1983. Hearing on Confirmation will be Thursday, May 5, 1983 at 3:30 p.m. Mail notices on Friday, April 22, 1983.
11.	RESOLUTION 73-8-11 Received a resolution to re-open portions of Barr Street to two-way traffic, to prohibit parking in certain portions of Barr Street, and to close Market Place to all traffic and devote same to off-street parking.	Approved and adopted. A true copy herein incorporated.

12.	Received Street Improvement Resolutions prepared by the Street Engineering Department:	Approved and adopted. A true copy herein incorporated. Advertise Notice to Contractors on April 15 & 22, 1983. Received bids on Wednesday, May 4, 1983 at 9:00 a.m.
a)	Resolution 5972-83, Poplar Neighborhood, Phase II.	
b)	Resolution 5973-83, Hoagland/ Masterson Neighborhood, Phase II.	
c)	Hamilton Park Neighborhood, Phase II, Resolution 5975-83.	
d)	Resolution 5976-83, Hanna-Creighton VIII, Phase II.	
13.	Received contract with Rieth-Riley for Resolution 5963-82, LaRez Neighborhood Improvement, Phase I, in the amount of $72,740.00.	Approved and ordered sent to Common Council on Tuesday, April 26, 1983.
14.	Received contract and bond from Hipskind Concrete Corporation for Resolution 5965-82, Hoagland/Masterson Phase I, in the amount of $70,215.00.	Approved and ordered sent to Common Council on Tuesday, April 26, 1983.
15.	Received contract and bond from National Serv-All, Inc. for Resolution 5964-82, Poplar Neighborhood, Phase I, in the amount of $56,575.00.	Approved and ordered sent to Common Council on Tuesday, April 26, 1983.
16.	Received contract and bond from National Serv-All, Inc. for Resolution 5960-82, Memorial Park Neighborhood, Phase I, in the amount of $48,296.50.	Approved and ordered sent to Common Council on Tuesday, April 26, 1983.
17.	Received contract and bond from Gaines Construction for Resolution 5961-82, East Central, Phase I, in the amount of $47,252.40.	Approved and ordered sent to Common Council on Tuesday, April 26, 1983.
18.	Received contract and bond from Gaines Construction for Resolution 5962-82, Hamilton Park Neighborhood, Phase I, in the amount of $70,006.45.	Approved and ordered sent to Common Council on Tuesday, April 26, 1983.
19.	Received inspection report from the WPC Engineering Department for Resolution 359-82, Cook Road Industrial and Research Center Offsite Sanitary Sewer Extension.	Approved. Ordered Acceptance Letter be written.
20.	Received Property Ownership lists for the following resolutions:	Confirmed. A copy on file in the Board of Public Works.

Resolution 333-80, Trier Ditch-Cassel Heights
Resoltuion 334-80, Trier Ditch-Colony Heights
Resoltuion 335-80, Anthony Wayne Pump Station Elimination
Resoltuion 337-80, North Maumee Interceptor, Zuber's
Resolution 338-80, Ridgeview Heights

Meeting of 4-13-83 adjourned at

Attest: Sandra E. Kennedy

Betty R. Collins

MONDAY, APRIL 18, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk.

Present

1. Award Contract

Received tabulation and recommendation prepared by Street Engineering Department for Resolution 5970-83, Group 2 of the 1983 Asphalt Resurfacing.

Award contract to Moellering Construction Co., Inc. at and for their bid in the amount of $214,611.55 subject to councilmanic approval.

Ordered Street Engineering Department to prepare contract.

2. Award contract

Received tabulation and recommendation prepared by WPC Engineering Department for Resolution 387-83, Michigan Avenue Storm Sewer.

Award contract to Land Excavating, Inc. at and for their bid in the amount of $341,368.90 subject to councilmanic approval.

Ordered WPC Engineering Department to prepare contract.

3. Request for additional Flap Gates for Resolution 385-83 received from WPC Engineering.

Approved and forwarded to Purchasing Department.

4. EMERGENCY RESOLUTION 73-11-4

Approved and adopted. A true copy herein incorporated.

Whereas, the Street Engineering Department has determined an immediate repair of Belle Vista Dike, and

Whereas, the Board of Public Works hereby declares an emergency does exist to repair said Dike, and received bids from the following contractors:

Spears-Dehner	$4807.65
Dailey, Inc.	$5243.50
Moellering, Inc.	$6338.90

Now, Therefore, the Board of Public Works instructs the Purchasing Department to issue a Purchase Order to Spears-Dehner for their low bid of $4807.65.

Meeting adjourned at 9:30 a.m.

Roberta Anderson Slater

Betty R. Collins

Attest: Sandra E. Kennedy
Clerk

WEDNESDAY, APRIL 20, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins,
S. E. Kennedy, Clerk.

Present

1. Receive Bids:

Award contract on Monday, April 25, 1983.

Resolution 5971-83, Group 3 of the 1983 Resurfacing.

	Base Bid	Alternate
Brooks Construction	$82,302.42	$229,022.27
Dailey Asphalt	78,005.50	229,530.50
Moellering Construction	81,934.85	249,575.25
Reith-Riley	102,934.75	285,427.30
Wayne Asphalt	82,907.07	241,523.24
Engineer's Estimate	95,331.50	260,809.00

2. Received the following Driveway Applications:

3808 Hiawatha Blvd.	Ned Keener Construction
1650 Huffman Blvd.	"
2921 Cambridge	"
4125 Plaza Dr.	"
1309 Illsley Dr.	"

3. Received the following petitions for street lighting:

Approved and ordered Street Lighting Engineering Department to investigate and report.

3100 block of Beaver from Wildwood to Kinnaird

Elizabeth Street from Spy Run to Clinton

Street light at the end of the alley between the 2000 block of Ellen and Emerson Avenues.

4. Received a petition for the construction of new sidewalks and curbs in front of 3112 Beaver Ave.

Approved and ordered Street Engineering Department to investigate and report. Board Order # 47-83

5. Received petition for the installation of a water main to serve Curdes Homewood Addition, Lots 33,34,35,36,37,41 & 42.

Approved and ordered Water Engineering Department to investigate and report. Board Order #48-83.

6.	Received recommendation on Acceptance Agreement for Partial Work Completed by Hagerman-Shambaugh on the WPC Expansion, Division I, as recommended by HNTB.	Approved and executed.
7.	EMERGENCY BUILDING RESOLUTION 73-14-7	Approved and adopted. A true copy herein incorporated.

WHEREAS, the Department of Water Maintenance & Service located at 415 E. Wallace Street, has experienced for the past several years a deterioration of the building roof; and

WHEREAS, anytime it rains, water leaks into the employees working area creating a hazardous condition in the working area; and

WHEREAS, it has been determined that an immediate replacement of the roof is necessary to protect the safety and welfare of the employees of the Water Maintenance & Service Department; and

WHEREAS, the funds have been appropriated in the 1983 Captial Budget for roof replacement; and

WHEREAS, the Water Maintenance & Service Department cannot accomplish the necessary repairs to said roof by Force Account.

NOW, THEREFORE, the Board of Public Works hereby declares that an immediate emergency does exist to repair the condition of said roof and directs the following actions to be taken:

1. The Director of Water Resources shall submit to the Board of Public Works proof that at least three (3) or more persons, firms, or corporations known to deal in the work required to be done, have been solicited to bid the repair.

2. The Purchasing Department issue a confirming Purchase Order to the contractor selected by the Board.

Approved this 20th day of April, 1983.

8.	Received Water Main Improvement Resolution 1028-83 for the installation of a water main in and along Arizona Ave., Dunn St., Virginia Ave., Donnell Ave., and Conrad Street, all in Houser Sub, Norwood Addition and Norwood Augumented Addition.	Approved and adopted. A true copy herein incorporated. Hearing on Confirmation will be Thursday, May 19, 1983 at 3:00 p.m. Mail notices on May 6, 1983.
9.	Received Water Main Improvement Resolution 1029-83 for the installation of a water main in and along Columbia Avenue from Coliseum Blvd. eastward 400± to the east line of Lots 33 & 42, in Curdes Homewood Addition.	Approved and adopted. A true copy herein incorporated. Hearing on Confirmation will be Thursday, May 19, 1983 at 4:00 p.m. Mail notices on May 6, 1983.
10.	Received Change Order #2 and Final for Resolution 329-80, Neuhaus - Feichter's, Net Decrease of $2,295.07.	Approved and ordered sent to Common Council on Tuesday, May 10, 1983.
11.	Received Change Order #3 and Final for Resolution 323-80, Spy Run Interconnect, Net Increase of $16,248.32.	Approved and ordered sent to Common Council on Tuesday, May 10, 1983.
12.	Received Change Order #1 for Resolution 5942-82, 1982 Flood Damage on Dwenger Avenue, Net Increase of $5,011.90.	Approved and ordered sent to Common Council on Tuesday, May 10, 1983.

13. Received pay request #16 from Hagerman-Shambaugh for the AWT, C-180774-03 in the amount of $501,961.00.

Approved and ordered City Utilities to pay the invoice as follows:

Amount due Hagerman-Shambaugh -

Check	$449,123.00
Note	52,838.00

Amount due Lincoln National Bank -

Note	$ 26,419.00

14. Received contract, performance and payment bond from John Dehner, Inc. in the amount of $249,440.70 for Resolution 386-83, 60-inch Berry Street Sewer Abandonment & Reconnection Project, DSR 043097 prepared by Bonar & Associates.

Approved and ordered sent to Common Council on Tuesday, May 10, 1983.

15. Received contract, performance and payment bond from Land Excavating, Inc. in the amount of $7,825.00 for Resolution 388-83, Calhoun Street Combination Sewer Repair, DSR 043098, prepared by WPC Engineering.

Approved and ordered sent to Common Council on Tuesday, May 10, 1983.

16. Received contract, performance and payment bond from Tomco Construction Co., Inc. in the amount of $117,690.05 for Resolution 5967-83, Greater McMillen/Pontiac Place, CD&P project prepared by Street Engineering Dept.

Approved and ordered sent to Common Council on Tuesday, May 10, 1983.

17. Received Sewer Reimbursement for 1707 Reckeweg Road in the amount of $758.64 from Elias S. Escobeda for Ray Lee Anderson, Sewer Agreement No. S-24-81.

Approved.

18. Received Sewer Reimbursement for Breconshire Addition, Section I in the amount of $1,109.77 from The Westbridge Co., Inc. for Diversified Utilities, Sewer Agreement Magnavox Interceptor and Getz Rd. Cont.

Approved.

19. Received the following Street Cut Applications:

Approved and permits issued.

Intersection Barr & Superior	Tele Communications
2722 Belle Vista	C.U.
Bradwood & Elwood	"
Chancellor, N/o Victoria	"
Concord & Crown	"
W. Cox & Webster	"
425 Eckart	NIPSCO
Fairlawn, w/o Reed Rd.	C.U.
2130 Forest Park Blvd.	"
100 E. Foster Parkway	NIPSCO
1638 W. Fourth	C.U.
2149 Fox	NIPSCO
Glencairn s/o Fairlawn	C.U.
Harrison & Crown	"
Harrison & Southfair	"
High, W/at Orchard	"
Highwood & Chancellor	"
Highwood & Reed Rd.	"
5200 Illinois Rd.	NIPSCO
Lafayette (Creighton to Masterson)	"
3713 Lillie	"
1215 Ludwig Park Dr.	C.U.
McKinnie & Smith	"

19. continued

Marion, n/at High	C.U.
519 Masterson	Quick Action Sewer Svc.
Millside btwn Harrison & Fairfield	C.U.
2215 Ontario	"
Orchard, n/at High	"
2119 Parnell	"
Pontiac from Calhoun to Anthony	General Telephone
Pursley & Webster	C.U.
2701 Reynolds	"
4838 Smith	"
Southfair btwn. Fairfield & Harrison	"
302 W. Superior	"
Superior btwn Barr & Lafayette	"
Trierwood & Elwood	"
2127 - 2129 Versailles Village Place	
4010 N. Washington Road	"
1400 Blk. E. Washington	"
609 E. Washington Ctr. Rd.	"
6228 Webster	"
2802 Winter	"
3305 Chancellor	NIPSCO
1921 Harrison	"
6015 Oakmont	"
1630 Spy Run	"
734 W. Third	"
122 W. Williams	"
323 W. Williams	"
5818 Breconshire	"
5814 Breconshire	"
3706 Courtwood	C.U.
435 W. Creighton	NIPSCO
1528 E. Creighton	"
612 Dayton	"
2307 Euclid	C.U.
2710 Evans for 2709-11 Ormsby	"
Forest Park Blvd. s/at Deleware	"
Fruehauf, n/o McKee	"
Glencairn & Victoria	"
Glencairn & Dodge	"
1921 Harrison	NIPSCO
6309 Harrison	C.U.
Harrison s/at Columbia	"
4531 Highwood	"
Highwood & Elwood	"
3218 Hoagland	NIPSCO
903 Home Ave.	Golden Rule
506 E. Masterson	NIPSCO
2619 New Haven	C.U.
6015 Oakmont	NIPSCO
2723 Oliver	C.U.
717 Osage	"
3117 Robinwood	NIPSCO
Rudisill btwn Harrison & Lafayette	"
5020 Southwood	C.U.
4332 Tacoma	NIPSCO
Tennessee beside 1630 Spy Run	"
Trierwood btwn Elwood & Reed	C.U.
710 Valdosta	NIPSCO
2435 S. Webster	"
200 blk. W. Williams	"
100 blk. W. Williams	"

19. continued.

339 W. Creighton	NIPSCO
Edsall & Raymond	"
202 E. Rudisill	"
222 W. Williams	"

Meeting adjourned at 10:20 a.m.

Betty R. Collins

Attest: Sandra E. Kennedy

THURSDAY, APRIL 21, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Hearing held at 3:30 p.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk. — Present.

1. HEARING ON CONFIRMATION: — Continued to Thursday, May 5, 1983 at 3:30 p.m.

Street Lighting Resolution 166-83, for ornamental street lighting in the Hoagland-Packard-Kinsmoor Area. — Time up to receive remonstrance is Monday, May 2, 1983 at 5:00 p.m.

Meeting adjourned at 4:10 p.m.

Betty R. Collins

Attest: Sandra E Kennedy

MONDAY, APRIL 25, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins,
S. E. Kennedy, Clerk, Present.

1. Receive bids:

Resolution 168-83, East Central N.S.A., Street Lighting.

J. H. Drew	$15,322.73
N. B. Gilbert	10,940.00
Service Electric Co.	9,930.20
T & F Construction	10,448.60
Weikel Line	8,931.44
Engineer's Estimate	10,873.40

Award contract on Tuesday, April 26, 1983 at 9:00 a.m.

2. Receive bids:

Resolution 169-83, Hamilton Park N.S.A., street lighting.

J. H. Drew Corp.	$13,396.75
N. G. Gilbert	8,855.00
Service Electric Co.,	7,945.50
T & F Construction	9,085.45
Weikel Line	9,277.75
Engineer's Estimate	8,476.45

Award contract on Tuesday, April 26, 1983 at 9:00 a.m.

3. Receive bids:

Resolution 170-83, Hoagland/Masterson N.S.A., street lighting.

J. H. Drew Corp.	$19,324.10
N. G. Gilbert	12,860.00
Service Electric Co.	11,943.25
T & F Construction	12,425.00
Weikel Line	12,841.00
Engineer's Estimate	13,386.00

Award contract on Tuesday, April 26, 1983 at 9:00 a.m.

4. Receive Bids:

Resolution 171-83, Poplar N.S.A., street lighting.

J. H. Drew Corp.	$12,944.22
N. G. Gilbert	7,945.00
Service Electric	6,776.25
T & F Construction	8,621.30
Weikel Line	7,767.50
Engineer's Estimate	8,526.05

Award contract on Tuesday, April 26, 1983 at 9:00 a.m.

5. Receive Bids:
Resolution 172-83, Memorial Park N.S.A., street lighting.

J. H. Drew Corp.	$23,560.47
N. G. Gilbert	19,195.00
Service Electric	16,621.52
T & F Construction	16,444.05
Weikel Line	13,715.02
Engineer's Estimate	15,135.60

Award contract on Tuesday, April 26, 1983 at 9:00 a.m.

6. Award Contract

Received tabulation and recommendation prepared by Street Engineering Department for Resolution 5971-83, Resurfacing and restoring pavement on South Wayne Avenue, Chartwell Dr., Salisbury Dr., Drexel Ave., W. Sherwood Terrace, Fleming Ave., Pontiac St., and Holton Ave. (LR&S)

Award contract to Dailey Asphalt at and for their bid in the amount of $307,536.00 subject to councilmanic approval.

Meeting adjourned at 9:25 a.m.

Betty R. Collins

Attest: Sandra E Kennedy

TUESDAY, APRIL 26, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk. — Present.

1. Award Contracts

Contracts for the following Street Lighting Resolutions have been awarded for the Neighborhood Strategy Areas:

Contracts awarded at and for the amounts listed below subject to Councilmanic approval.

RESOLUTION	PROJECT	CONTRACTOR	AMOUNT
168-83	East Central	Weikel Line Co.	$ 8,931.44
169-83	Hamilton Park	N.G. Gilbert	8,855.00
170-83	Hoagland/Masterson	T&F Construction	12,425.00
171-83	Poplar	Weikel Line Co.	7,767.50
172-83	Memorial Park	Weikel Line Co.	13,715.02

Meeting adjourned at 9:15 a.m.

Betty R. Collins

Attest: Sandra E Kennedy

WEDNESDAY, APRIL 27, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk.

Present

1. Receive bids:
Maplecrest Tank Rehabilitation
B.O. 24-83

Craftsman Painting Ser.	$48,800.00
(alternate)	87,800.00
Inter State Contracting	35,300.00
	55,000.00
Neuman Co. Contractors	47,500.00
	57,500.00
Engineer's Estimate	45,700.00
	60,700.00

Award contract Monday, May 11, 1983.

RESOLUTION 73-22-2

2. Received Area Connection Fee Resolution 73-22-2 for the Maumee Study Area from WPC Engineering.

Approved and adopted. A true copy herein incorporated.

Ordered WPC Engineering to have the resolution recorded.

3. Received the following Driveway Applications:

1001 Madison	A&E Construction
5703 Old Decatur Road	Rotor Rooter
817 Madison	A&E Construction
2832 Overlook Dr.	Affordable Homes
1002 Larch Lane	Holida Homes
141 Collins	Zimmerman Excav.

Approved and permits issued.

4. Received Letter of Intent from the United States Postal Service for the Lafayette Street Overpass Demolition.

Approved and letter executed.

5. Received payment request from Land Excavating, Inc. in the amount of $15,467.28 (Retainage) for Resolution 362-82, Group Two of the Sewer Repairs.

Approved and ordered City Utilities to pay retainage.

6. Received payment request from Land Excavating, Inc. in the amount of $3,315.02 (Retainage) for Resolution 360-82, Group 1 Sewer Repairs.

Approved and ordered City Utilities to pay the retainage.

7. Received the following Street Improvement Resolutions for the installation of curbs, sidewalks, wingwalks, and drive approaches:

Resolution 5977-83, LaRez VII, Phase II
5978-83, Pontiac Place, Ph.II
5979-83, E.Central IX, Ph. II

Approved and adopted. A true copy herein incorporated.

Advertise Notice to Contractors on April 29, 1983 and May 6, 1983.

Receive Bids on Wednesday, May 18, 1983 at 9:00 a.m.

Ordered Street Engineering to prepare the bid documents.

8.	Received payment request from T&G Excavating, Inc, in the amount of $2,330.10 for Water Contract 82-XP-4, Cook Road Feeder Main.	Approved and ordered City Utilities to pay invoice.
9.	Received request from St. Nicholas Eastern Orthodox Church, 3535 Crescent Avenue, for a fire hydrant. Water Engineering Department recommends the installation of one hydrant near the new church entrance, 517 feet north of Springfield.	Approved and ordered Water Engineering to prepare a Work Order for Water Maintenance to make the installation.
10.	Received inspection report from the Water Pollution Control Engineering Department and completion affidavit of North Eastern Construction Co., Inc. for Resolution 327-80, Neuhaus Interconnect, Phase I, Spy Run Area.	Approved and ordered acceptance letter written.
	WPC Engineering also recommend the release of the escrow leaving a zero balance.	Approved and "Authorization of Payment" for $2,400.00 executed.
11.	Received inspection report from the Water Pollution Control Engineering Department and completion affidavit of Brooks Construction Company, Inc. with Maintenance Bond in the amount of $$1,550.00 signed by American States Insurance Company for Yardley Manor Sewer Extension.	Approved. Ordered Acceptance Letter written.
12.	Received contract, performance and payment bonds of Land Excavating, Inc. in the amount of $341,368.90 prepared by WPC Engineering Department signed by Reliance Insurance Company for Resolution 387-83, Phase I, Michigan Avenue. Also received Escrow Agreement by and between Lincoln National Bank & Trust Company, City of Fort Wayne, and Land Excavating, Inc.	Approved. Ordered sent to Common Council on Tuesday, May 24, 1983.
13.	Received contract, performance and payment bonds of Yoder & Yoder Concrete Contractors in the amount of $154,261.40 prepared by Street Engineering Department signed by Auto Owners (Mutual) Insurance Company for Resolution 5966-83, Hanna-Creighton VII & Oxford VIII.	Approved. Ordered sent to Common Council on Tuesday, May 24, 1983.
14.	Received Agreement between City Utilities and Robert D. Colestock for legal services related to lawsuits, lien documents, mortgages, customer disputes, billing allocations, subpeonas, service connection charges and service extension costs. Utility shall pay the consultant $60.00 per hour not to exceed $4,000.00 in any calendar year.	Approved. A copy on file in the Board of Public Works.

15.	Received petitions for standard street lighting as follows: 4400 to 4600 Winter Street 5201 to 5305 Winter Street	Referred to Street Lighting Engineering Department to investigate and report.
16.	Received petition for replacement of stone curbs at 4430 and 4432 Warsaw.	Referred to Street Engineering Department to investigate and report. Board Order #50-83 issued.
17.	Received petition for installation of curbs, street widened and asphalted on Euclid from Rudisill to McKinnie.	Referred to Street Engineering Department to investigate and report. Board Order 51-83 issued.
18.	Received petition for replacement of curbing at 4210 South Wayne Avenue.	Referred to Street Engineering Department to investigate and report. Board Order 52-83 issued.

4-27-83 Meeting adjourned at 9:50 a.m.

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

Attest: Sandra E Kennedy

Sandra E. Kennedy, Clerk

WEDNESDAY, MAY 4, 1983

Board of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk. — Present

1. Receive Bids:
   Resolution 5972-83, Poplar Neighborhood, Phase II, curbs and sidewalks.

Contract will be awarded at the end of May, 1983

L. W. Dailey	$43,702.50 13,298.71 14,766.25
Gaines Construction	$43,785.00 13,662.50 15,477.50
Rieth Riley	$43,925.00 13,667.50 15,197.50
Engineer's Estimate	$48,042.50 15,191.25 16,967.50

2. Receive Bids:
   Resolution 5973-83, Hoagland/Masterson Neighborhood, curbs and sidewalks.

Contract will be awarded at the end of May, 1983.

L. W. Dailey	$51,052.00 29,817.50
Gaines Construction	$50,992.00 31,153.75
Hipskind Concrete	$49,661.50 33,580.00
Rieth-Riley	$51,768.50 31,085.00
Engineer's Estimate	$56,637.50 34,612.50

3. Receive Bids:
   Resolution 5975-83, Hamilton Park Neighborhood, Phase II, curbs and sidewalks.

Contract will be awarded at the end of May, 1983.

L. W. Dailey	$37,927.30 12,899.60 21,317.05 21,250.00
Gaines Construction	$42,963.55 12,435.65 23,150.95 20,400.00

(continued on page 26)

3. continued:

Hipskind Concrete	$49,736.50 12,898.50 23,532.00 23,800.00
Rieth-Riley	$48,249.95 13,137.10 25,024.95 22,950.00
Engineer's Estimate	$47,534.00 13,625.50 23,147.20 20,400.00

4. Receive Bids:
Resolution 5976-83, Hanna-Creighton VIII, Phase II, curbs and sidewalks.

Contract will be awarded at the end of May, 1983.

L. W. Dailey, Inc.	$90,261.25 8,400.00
Hipskind Concrete	105,967.70 8,400.00
Rieth-Riley	$95,004.80 8,100.00
Engineer's Estimate	$98,007.75 7,200.00

5. Received payment request from Scheidleman Excavating, Inc. in the amount of $73,980.18 for Resolution 377-82, Leo Road - Clinton Park Drive Sanitary Sewer Extension.

Approved and ordered payment be made.

Meeting adjourned at 9:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Roberta Anderson Staten, Member

Attest:
Sandra E. Kennedy, Clerk

THURSDAY, MAY 5, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Hearing held at 3:30 p.m.
(held in Mayor's Conference Room)

	S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk.	Bailey, Collins, and Kennedy present.
1.	Continued from April 21, 1983 HEARING ON CONFIRMATION: Ornamental Street Lighting Resolution 166-83, Hoagland-Packard-Kinsmoor Area. The deadline to receive remonstrance was May 2, 1983 at 5:00 p.m., none was received by that date.	Confirmed. Advertise Notice to Contractors on May 27, and June 3, 1983. Receive Bids on Wednesday, June 15, 1983 at 9:00 a.m. Ordered Street Lighting Engineering Department to prepare bid documents.
2.	HEARING ON CONFIRMATION: Ornamental Street Lighting Resolution 167-83, Woodhurst Addition.	Continued to Thursday, May 19, 1983 at 4:15 p.m. Time up to receive remonstrance is Monday, May 16, 1983 at 5:00 p.m.
3.	AMENDED RESOLUTION Received Street Lighting Resolution 166-83, Amendment No. 1 for Hoagland-Packard-Kinsmoor Area, to extend the improvement of ornamental street lighting on Hoagland Avenue from Wildwood to Pontiac.	Approved and adopted. A true copy herein incorporated. Advertise Notice to Property Owners May 13 and 20, 1983. Hearing will be held on Thursday, June 2, 1983 at 4:00 p.m. Mail notices on Friday, May 20, 1983.
4.	EMERGENCY RESOLUTION 73-27-4 Pavement Blow-up in the 4400 block of North Clinton St.	Approved and adopted. A true copy herein incorporated. Emergency Purchase Order issued to Hipskind Concrete for $9,400.00 to repair pavement.

Meeting adjourned at 4:40 p.m.

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Roberta Anderson Staten, Member

Attest:
Sandra E, Kennedy, Clerk

MONDAY, MAY 9, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:30 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins,
S. E. Kennedy, Clerk,

Present.

1. Received the following driveway applications:

   Approved and permits issued.

1317 W. Washington Blvd.	The 13th Step House
5310 Coldwater Road	Ned Keener Construction
2115 Dodge	Victor Wagler Construction
1412 Rosemont	Frank Hamilton
1402 Melrose	MAC Construction

2. Received the following Sidewalk applications:

   Approved and permits issued.

1835 Sinclair	Furman Steury
4134 Bowser	Frank Hamilton
2515 Wendigo Ln.	Form & Pour Concrete
123 McKinnie	Leonard Young

3. Received a petition for the repair of sidewalk in front of 116 W. Suttenfield.

   Referred to Street Engineering Department to investigate and report.

   Board Order #53-83 issued.

4. Received the following petitions for street or alley lighting:

   Referred to Street Lighting Engineering Department to investigate and report.

   Street light at 5630 E. State.

   Alley light in the rear of 4035 Monroe.

   Alley light in the rear of 1315 Huestis.

   Alley light behind and beside 632, 622, 616, & 636 Ridgewood and 3735 Foresthill.

   Street lights on Oliver between 3702 Oliver & 3905 Oliver.

   Street lights on Warsaw between Senate and Congress.

   Street lights on Warwas between Congress and Sherwood.

5. Received Sewer Reimbursement for 7726 S. Hanna in the amount of $678.78 from Ralph Werling for Fort Wayne Community Schools, Sewer Agreement # Res. 214.

   Approved.

6. RESOLUTION 73-29-6
Whereas, Fort Wayne National Bank has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

Approved.

The portion of that certain 14' north-south alley which is bounded on the West by Lots 2 through 15, inclusive, of North and Gallmeyer's First Addition to the City of Fort Wayne, according to the plat thereof, recorded in Plat Record 12, Page 81, and re-recorded in Plat Record 13, page 94, in the Office of the Recorderof Allen County, Indiana, and which is bounded on the East by Lots 16 through 23, inclusive, of North and Gallmeyer's First Addition to the City of Fort Wayne, according to the plat thereof, recorded in Plat Record 12, page 81, and re-recorded in Plat Record 13, page 94, in the Office of thd Recorder of Allen County Indiana, said alley to be vacated shown on the site plan attached hereto and made a part hereof.

7. Received Change Order #9, for the WPC Plant, Division I, C-180538-01, with Hagerman-Shambuagh, Joint Bidders. This Change Order changes the contract completion date from March 25, 1983 to May 27, 1983.

Approved.

Ordered sent to Common Council on Tuesday, May 24, 1983.

8. Received street cut applications:

Approved and permits issued.

300 E. Berry	C.U.
900 S. Calhoun	"
1523 Camelot Dr.	"
4626 W. Cedarcrest Circle	NIPSCO
1203 Clayton	"
3337 S. Clinton	C.U.
1023 N. Coliseum	"
141 W. Collins Dr.	"
339 W. Creighton Ave.	NIPSCO
Dalewood & Chancellor	C.U.
5610 Decatur Rd.	Golden Rule Sewer Svc.
6021 Downington Dr.	C.U.
1117 Fairfield Ave.	"
Glencairn & Thames	"
329 Greenwood Ave.	NIPSCO
2406 S. Hanna	C.U.
Harry Baals Dr. @Campground	"
653 High St.	NIPSCO
525 High St.	"
1135 Hugh St.	C.U.
Hurd & Bowser	"
Jefferson & Rockhill	"
Alley N/of Kinnaird,E/of Broadway	I & M
Kirkfield S/of Highwood	C.U.
Kirkfield & Dalewood	"
Kirkfield, S/of Marigold	"
311-317 E. Lewis	Martin Enterprises
1211 Louisedale Dr.	C.U.
422 E. Madison	NIPSCO
2722 Mauldin	"
3310 Oliver	C.U.
1400 Orlando Dr.	"
Oxford, at Holton	NIPSCO
Oxford, at Monroe	"
500 & 600 E. Pontiac	"
1600 & 1700 E. Pontiac	"

8.	Street cut applications contd.	Approved and permits issued.

3330 Portage Blvd.	C.U.
S. E. corner Edsall & Raymond	NIPSCO
3934 Robinwood	"
202 E. Rudisill	"
1127 Sinclair	"
2427 Smith	"
2424 South Wayne	C.U.
1204 W. State Blvd.	NIPSCO
Thames & Glencairn	C.U.
734 W. Third St.	NIPSCO
Victoria, Btwn. Chancellor & Thames	C.U.
716 E. Washington	NIPSCO
1622 E. Wayne	C.U.
Webster & Williams	NIPSCO
2524 Weisser Park	"
8827 Winchester Rd.	C.U.
EMERGENCY CUTS	
3110 Glencairn	NIPSCO
4212 Knightsway	"
7216 Miahqueah	"
2047 Riedmiller	"
1706 E. Wayne	"

9.	Received pay request #68 in the amount of $30,855.05 to Hagerman-Shambaugh, Joint Bidders for WPC Plant Expansion, Division I. Also, Payment to Excrow agent, Lincoln National Bank in the amount of $1,623.95.	Approved and ordered City Utilities to make payment.
10.	Received Sewer Construction Permit for St. Nicholas Church Sanitary Sewer Extension prepared and approved by the WPC Engineer, construction will be done by Zimmerman Excavating Service Inc.	Approved and special sewer permit issued. Board Order No. 54-83 issued.
11.	Received Sewer Construction Permit for Buckingham, Section I prepared and approved by the WPC Engineer, construction will be done by North Eastern Enterprises, Inc.	Approved and special sewer permit issued. Board Order No. 55-83 issued.
12.	Received Special Street Permit for Knightsbridge Place and Buckhurst Run in the Village of Buckingham, Section I prepared and approved by the Street Engineer, construction will be done by North Eastern Enterprises, Inc.	Approved and special street permit issued.
13.	Received payment request from Land Excavating, Inc. in the amount of $2,734.67 for Water Contract 82-02, St. Joe Dam.	Approved and ordered payment.
14.	Received payment request from Land Excavating, Inc. in the amount of $754.53 for retainage on Water Contract 82-02, St. Joe Dam.	Approved and ordered payment.

15. Received payment request from Hipskind Concrete in the amount of $8,057.25 for work completed on Resolution 5965-82, Hoagland/Masterson, Phase I.	Approved and ordered CD&P to make payment.
16. Received payment request #9 and Final from Bercot, Inc. in the amount of $22,248.00 for Resolution 340-80 North Maumee Study Area.	Approved and ordered City Utilities to make payment.
17. Received petition from the residents on Mason Drive requesting action be taken to alleviate the traffic problem.	Referred to Traffic Engineering Department to investigate and report. Board Order 56-83 issued.
18. Received inspection report from WPC Engineering on Resolution 329-80 Neuhaus Interconnect Interceptor, Phase III recommending that it be made an integral part of the City of Fort Wayne's sewer system.	Approved and ordered acceptance letter written to Scheidleman Excavating, Inc.
WPC Engineering also recommends the release of retainage in the amount of $6,605.91 reducing the balance to zero.	"Authorization for Payment" executed by the Board.
19. Received inspection report from Water Engineering on Water Contract 82-02, St. Joe Dam, recommending that it be accepted.	Approved and ordered acceptance letter written.

Meeting of 5-9-83 adjourned at 10:30 a.m.

Stephen A. Bailey, Chairman

Roberta Anderson Staten

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

Attest:

Sandra E. Kennedy

Sandra E. Kennedy, Clerk

WEDNESDAY, MAY 11, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk.	Present
1. Received a driveway application for 1019 Archer from Steven McComb	Approved and permit issued.
2. Received the following petitions for Street Lights: 3100 & 3200 of Fairway Drive 3300 block of Northrop Drive.	Referred to Street Lighting Engineering Department to investigate and report.
3. Received a petition for sidewalk repair in front of 1738 Purdue Drive.	Referred to Street Engineering Department to investigate and report. Board Order 57-83 issued.
4. Received Change Order #1 and Final for Resolution 340-80, Rehabilitation of Sewers SSES Subsystems. Net Decrease of $52,110.34.	Approved and ordered sent to Common Council on Tuesday, May 24, 1983.
5. Received Change Order #1 and Final for Resolution 326-80, Rehabilitation of Sewers SSES Subsystem. Net Decrease of $53,350.72.	Approved and ordered sent to Common Council on Tuesday, May 24, 1983.
6. Received Change Order #1 and Final for Resolution 321-80, Rehabilitation Sub systems. Net Decrease of $5,716.54.	Approved and ordered sent to Common Council on Tuesday, May 24, 1983.
7. Received contract and the Performance and Guarantee Bond of T & F Construction Co. of Ind. in the amount of $12,425.00 for Resolution 170-83, Hoagland/Masterson.	Approved and ordered sent to Common Council on Tuesday, May 24, 1983.
8. Received contract and the Performance and Guarantee Bond of N. G. Gilbert Company in the amount of $8,855.00 for Resolution 169-83, Hamilton Park.	Approved and ordered sent to Common Council Tuesday, May 24, 1983.
9. Received contract and the Performance, Guarantee and Payment Bond of Brooks Construction Co.,, Inc. in the amount of $237,458.00, for Resolution 5968-83, Eastwick, Lasselle, Masterson, Monroe, Clay, Creighton, Northcrest, Sherborne and Wayne Trace.	Approved and ordered sent to Common Council on Tuesday, May 24, 1983.

10.	Received payment request from McNamee, Porter & Seeley in the amount of $955.68 for resident engineering on Contract 77-W-2. (February)	Approved and ordered City Utilities to make payment.
11.	Received payment request from McNamee, Porter & Seeley in the amount of $418.47 for engineering services on Contract 77-W-2. (March)	Approved and ordered City Utilities to make payment.
12.	Received payment request from Spears-Dehner in the amount of $$4,807.65 for the Belle Vista Emergency Dike Repair.	Approved and ordered payment from 3 45 006 BWC P4 431, P. O. A-25807.
13.	Received an agreement from the Indiana Department of Highways for the N&W Crossing at Washington improvement project, RRS - F920 (1), Des. #37160.	Approved and executed. A fully executed copy will be returned to the Board.
14.	Received the following RESOLUTIONS (CD&P paid) from Street Engineering: a) Resolution 5980-83, Pontiac Street Renaissance, Phase II, capital improvements on Pontiac St. from John T. to Oliver St. b) Resolution 5981-83, Oxford Neighborhood, Phase IX (2), for construction of curbs and/or sidewalks on Colerick, Smith, Gay, McKee. c) Resolution 5983-83, Memorial Park Neighborhood, Phase II, for construction of curbs, sidewalks, and drive approaches on Randall and Grant.	Approved and adopted. A true copy herein incorporated. Advertise Notice to Contractors on May 13 & 20, 1983. Receive bids on Wednesday, June 1, 1983 at 9:00 a.m. Ordered Street Engineering Department to prepare bid documents.
15.	Received Resolution 5956-83, Oakdale Drive between Fairfield and Hoagland, for the construtction of curbs, sidewalks, and ornamental lights. (Barrett Law Revolving)	Approved and adopted. A true copy herein incorporated. Advertise Notice to Property Owners May 20 & 27, 1983. Public Hearing will be held on Thursday, June 9, 1983 at 4:00 p.m.
16.	Received Resolution 5957-83, Violet Court from Fairfield to Hoagland, for the construction of curbface walk and ornamental lighting. (Barrett Law Revolving)	Approved and adopted. A true copy herein incorporated. Advertise Notice to Property Owners May 20 & 27, 1983 Public Hearing will be held on Thursday, June, 9, 1983 at 3:00 p.m.
17.	Received petition for sewer repair at 508 E. Madison.	Referred to WPC Engineering Department to investigate and report. Board Order 57-83 issued.

5-11-83 Meeting adjourned at 10:40 a.m.

Stephen A. Bailey, Chairman

Rosberta Anderson Staten

Rosberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

Attest: Sandra E Kennedy

Sandra E. Kennedy, Clerk

THURSDAY, MAY 12, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 3:30 p.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk.	Present.
1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL: Resolution 5907-81, Harrison Hill Addition, for curbs, sidewalks, and drive approaches.	Continued until May 26, 1983 at 3:30 p.m.

Meeting adjourned at 4:30 p.m.

Stephen A. Bailey, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

Attest: Sandra E Kennedy
Sandra E. Kennedy, Clerk

Wednesday, May 18, 1983

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular Meeting Held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins
Sandra E. Kennedy, Clerk

S. A. Bailey, R. A. Staten, B. R. Collins, Sandra E. Kennedy, Clerk present

1. Received the following Barricade applications:

Approved and permits issued.

a) AAA Auctioneers, Bud Steinman, 11210 State Rd. 14 East, New Haven, 493-6585; March 30 and March 31, 1983, on 30th 1:00 p.m. to 10:00 p.m. and 31st, 9:00 a.m. to 5:00 p.m., parking lane of south side of Lake starting from Anthony West 200 feet,
PURPOSE: Loading.

b) Irmscher & Sons, 1030 Osage, 483-7755; March 30, 31, and April 1, 1983, around the clock at intersection of Carew & State in South Lane.
PURPOSE: Installing curb at larger radius.

c) Shambaugh & Son, Dick Blair, 137 Chambeau, 484-0741, 1900 Bl. Carew across from Parkview Hospital, March 31, 1983 thru Monday April 4, 1983, around the clock.
PURPOSE: Installing Water Line - Cutting across street - One Lane closed at a time.

d) Conservation Services, 1704 St. Mary's, April 4, thru April 8, 1983, around the clock at 4316 Meridith in front of house next to curb in street.
PURPOSE: Place dumpster in street - removing porch.

e) F. R. Johnloz, 502 E. Sherwood Tr., 745-7192, April 5, 1983 for 3 weeks at corner of Berry and Calhoun.
PURPOSE: Hood Meter #102 for remodeling.

f) Quick Action Sewer Service, Eugene Norris, 2920 Winter Street, 456-7615, April 5th thru April 11, 1983, around the clock, alley between Wallace and Masterson.
PURPOSE: Repair broken sewer.

g) Norfolk & Western Railway, Nelson Road, 423-7161 for 2 weeks starting April 6, 1983, around the clock at 1600 Wabash Street at railroad.
PURPOSE: Work on tracks.

h) Gary Kuntz, 315 W. Maplegrove on April 8, 1983 thru April 11, 1983, around the clock, in right of way at 315 W. Maplegrove overlappaing sidewalk.
PURPOSE: Place dumpster for removal of construction materials.

i) Smucker Construction Company, R. R. #1, April 12, 1983 for 2 weeks, around the clock, in parking lane in front of 5810 Montavilla Drive.
PURPOSE: Set Dumpster

j) Norfolk & Western Railroad, Bob Taylor, Nelson Road, Tuesday, April 19, 1983 for 2 weeks, around the clock on Railroad track on Fletcher Avenue.
PURPOSE: Working on railroad tracks.

k) John Dehner, Inc., Gregg Dehner, 1206 Clark, April 18, 1983 for 4 weeks around the clock on 3rd Street from Harrison to Calhoun and Calhoun between 3rd and 4th.
PURPOSE: Sewer installation.

l) John Dehner, Inc., Bill Winling, 1206 Clark Street, 422-7577, April 19 thru April 22, 1983, around the clock, on 3rd street between Marion & Orchard.
PURPOSE: Shaft in the street.

m) George Lengacher & Sons, R. R. #1, New Haven, 483-7228, April 21 thru April 27, 1983, hood meters in front of 218 W. Berry.
PURPOSE: Remodeling.

n) Ft. Wayne Const. Trade Development Inc., Chet Capin, 1200 S. Barr, 425-7661, April 27, 1983 thru May 2, 1983 around the clock, parking lane in front of 4322 Tacoma.
PURPOSE: Set Dumpster

o) Acme Demolition Wrecking (Jim Hughes), 1702 Simons, April 29, 1983 for 30 days, around the clock, 731 Osage Street.
PURPOSE: Demolition of 1/2 of Old Harton Manufacturing.

p) Land Excavating, P. O. Box 192, Laotto, IN, April 30, 1983, around the clock, Harrison between Main and Superior.
PURPOSE: Flood damage repair.

q) American Management Company, Pat Bess, Room 200 Anthony Wayne Bank Building, 422-6438, Monday May 2, 1983 thru June 2, 1983, around the clock, alley between Anthony Wayne Bank Building and Old Journal Gazette Building.
PURPOSE: Resurfacing the parking decks of the Anthony Wayne Bank Bldg.

r) Rieth-Riley Construction Company, 1633 N. County Line Road, 637-3171, on May 4, 1983, 7:00 a.m. to 4:00 p.m. on Pontiac Street between Lafayette and Hanna.
PURPOSE: Sidewalk repair

s) Martin Incorporated, Tim Martin, P. O. Box 522, 447-5591, May 6, 1983, from 9:00 a.m. to 11:00 a.m. Harrison on the West side of the street, 2 lanes in front of the Metro Building.
PURPOSE: Demolition

t) Rieth-Riley Construction Company, 1633 N. County Line Road, 637-3171, on May 6, 1983 thru May 11, 1983, around the clock on North side of Pontiac between Hanna and Lafayette.
PURPOSE: Sidewalk repair.

u) Mizpah Shrine, Custer Dunifon, 407 W. Berry Street, on May 7, 1983, 12:00 noon to 2:00 p.m. on Wayne and Ewing.
PURPOSE: Set up for Mizpah Shrine Parade.

v) George Lengacher & Sons, R. R. #1, New Haven, Indiana, 423-7228, on Monday May 9, 1983 thru May 13, 1983, around the clock, 218 W. Berry Street.
PURPOSE: Hood meters for remodeling.

w) Brooks Construction, 1123 Barthold, 424-1910, May 11, 1983 thru May 13, 1983, around the clock, on St. Marys Avenue from the north curb line of Spring Street to the south curb line of State Blvd.
PURPOSE: Resurfacing and restoring pavement.

x) Moellering Construction Company, 3600 Engle Road, 747-7505, on May 13 thru May 27, 1983, time 7:00 a.m. to 3:30 p.m., Main bet. Broadway & Ewing Street.
PURPOSE: Raising Structures.

2. Receive bids:
Resolution 5977-83, LaRez Neighborhood VII, Phase II, curbs, sidewalks, wingwalks, and drive approaches.

Gaines Construction	$61,899.47 15,173.50
Hipskind Concrete	61,535.00 15,517.00
Rieth-Riley	65,749.75 16,188.00
Tomco	76,030.00 19,027.50
Engineer's Estimate	73,773.50 18,027.00

Award contract Monday, May 23, 1983 at 9:00 a.m.

Request Prior Approval from Common Council on Tuesday, May 24, 1983.

3. Receive Bids:
Resolution 5978-83, Pontiac Place Neighborhood, Phase II, curbs, sidewalks, wingwalks, and drive approaches.

Award contract on Monday, May 23, 1983 at 9:00 a.m.

Prior Approval from Common Council will be requested on Tuesday, May 24, 1983.

Gaines Construction	$45,960.50
	10,046.75
	39,619.25
	11,450.00
Hipskind Concrete	$48,694.40
	9,508.75
	41,687.50
	13,350.00
Rieth-Riley	$54,593.50
	11,686.00
	46,002.00
	11,961.80
Tomco	$52,069.00
	10,437.50
	47,544.00
	13,950.00
Eningeer's Estimate	$53,915.50
	11,647.50
	48,867.50
	12,450.00

4. Receive Bids:
Resolution 5979-83, East Central IX, Phase II, curbs, sidewalks, wingwalks, and drive approaches.

Awared contract on Monday, May 23, 1983 at 9:00 a.m.

Prior Approval from Common Council will be requested on Tuesday, May 24, 1983.

Gaines Construction	$39,267.90
	14,560.60
	14,856.70
	23,100.00
Rieth-Riley	$44,593.70
	16,105.50
	16,397.90
	26,040.00
Tomco	$44,721.00
	18,602.30
	18,909.70
	27,300.00
Engineer's Estimate	$46,116.00
	18,414.05
	18,392.95
	27,300.00

5. Receive Bids:
Resolution 83-XP-1, Leo Road Water Main Extension.

Award contract on Wednesday, May 25, 1983 at 9:00 a.m.

Bercot Inc.	$46,915.00
John Dehner	55,312.50
Earth Construction	51,736.25
Scheidleman Excavating	44,285.58
T-G Excavating	49,271.50
Engineer's Estimate	47,920.00

6.	Received pay request from Indiana Construction Corp. in the amount of $17,640.00 for Water Contract 82-04, St. Joe Dam Tainter Gate Repair.	Approved and ordered City Utilities to pay invoice from W. O. 63572 and P. O. A 23788.
7.	Received pay request from HNTB in the amount of $4,561.87 for engineering services on WPC Plant Expansion Div. I C-180538 01.	Approved and ordered City Utilities to pay invoice.
8.	Received pay request from Land Inc. for Resolution 364-82, Harrison St. Sewer Repair in the amount of $68,108.41 (eligible portion) and $23,171.86 (ineleigible portion)	Approved and ordered City Utilities to pay invoice from W.O.'s 40045, 40050 & 40046. (Sewer Utility Fund and Federal Disaster Aid Fund)
9.	Received pay request from Bowen Engineering Corporation in the amount of $44,871.50 for Resolution 375-82, 6A Repairs at WPC Plant.	Approved and ordered City Utilities to pay invoice from Sewer Utility Fund and Federal Disaster Aid Fund.
10.	Received tabulation and recommendation prepared by Water Engineering for Water Contract 83-01, Maplecrest - St. Joe Water Tower Rehabilitation. W. O. 63613.	Award contract to Neuman Company at and for their bid of $57,500 subject to Councilmanic approval. Ordered Water Engineering to prepare contract documents.
11.	Received pay request from Wayne Asphalt in the amount of $1197.00 for Resolution 5944-82.	Approved and ordered payment from 1 38 972 003 14 431, P. O. 19606.
12.	Received pay request from Wayne Asphalt in the amount of $23,474.60 for Resolution 5949-82, Resurfacing in the 5th District.	Approved and ordered payment from P. O. 20320, 3 95 006 594 94 431.
13.	Received pay request from Wayne Asphalt in the amount of $31,435.86 for Resolution 5953-82, Resurfacing in the 2nd & 4th Districts.	Approved and ordered payment from P. O. 20316, 3 95 006 595 34 431.
14.	Received pay request from Wayne Asphalt in the amount of $23,238.06 for Resolution 5959-82, Resurfacing.	Approved and ordered payment from P. O. 21743, 1 38 972 003 54 431.
15.	Received pay request from Brooks Construction in the amount of $33,499.16 for Resolution 5952-82, Resurfacing in the 3rd District.	Approved and ordered payment from P. O. 20318, 3 95 006 595 24 431.
16.	Received pay request from Dailey Asphalt Products in the amount of $28,210.70 for Resolution 5951-82, Resurfacing in the 1st Councilmanic District.	Approved and ordered payment from P. O. 20319, 3 95 006 595 14 431.
17.	Received pay request from Dailey Asphalt Products in the amount of $40,443.13, for Resolution 5958-82, Resurfacing.	Approved and ordered payment from P. O. 21744, 3 95 006 595 84 431.
18.	Received pay request from Dailey Asphalt Products in the amount of $7,303.08, for Resolution 5937-82, Resurfacing.	Approved and ordered payment from P. O. 19603, LRS 402 138 972 0027-4431.

19. Received the following Sidewalk Applications:

Approved and permits issued.

3425 Winter	J. P. Martin
2921 Poinsette	Emil Holliday
4136 Winter	J. P. Martin
1802 W. Main	Robert Houser
3145 Thompson	Gerald Baker
3143 Thompson	Gerald Baker
3236 S. Calhoun	James R. Miller
3521 Indiana	Robert J. Houser

20. Received the following Driveway Applications:

Approved and permits issued.

1517 River Run Ct.	Fisher Building & Supply
5212 Bedrock Ct.	Neal Exner
5800 Mason Park Dr.	Wayne Asphalt & Const.
1701 Fairfield	Wayne Asphalt
1701 Fairfield	Wayne Asphalt
2425 Springfield	Ft. Wayne Construction
1802 Hoagland	Pat Hipskind

21. Received the following petitions for lighting:

Referred to Street Lighting Engineering Department to investigate and report.

Street Lights on Wayne Trace between Rudisill Ext. and Hessen Cassel.

Alley light at the rear corner of 2508 S. Lafayette.

Street Lights on Homedale Drive between Hessen Cassel and Waycross.

Alley light in rear of 2722 Pittsburg.

22. Received a petition for improvement of sewer in Tower Heights (Chochtimar Tr., Lindenwood and Trenton Ct.)

Referred to WPC Engineering Department to investigate and report.

23. Received petition for construction of a water main on Morrell Drive.

Referred to Water Engineering Department to investigate and report.

24. Received a request from Water Engineering Department for a Board Order Number to be issued on the following:

Approved.

Water Contract No. 8306 - Lakes of Buckingham South.

Board Order #62-83 issued.

Water Contract No. 8305 - Lakes of Buckingham North.

Board Order #63-83 issued.

25. Received Improvement Resolution 5984-83 for Miscellaneous Construction and/or reconstruction of an earthen, steel sheeting, and concrete dike along the St. Marys River and Junk Spillway.

Approved and adopted. A true copy herein incorporated.

Advertise Notice to Contractors on May 26 and June 2, 1983.

Receive bids on Monday, June 13, 1983 at 9:00 a.m.

Ordered Street Engineering Department to prepare bid documents.

26.	Received pay request from Snouffer Haller and Colvin for professional services on Resolution 348-80, Junk Ditch Study Area (Himelstein), in the amount of $195.00.	Approved and ordered City Utilities to pay invoice.
27.	Received pay request from Snouffer, Haller and Colvin for professional services on Resolution 338-80, North Maumee Study Area (Hartman), in the amount of $112.50.	Approved and ordered City Utilities to pay invoice.
28.	Received pay request from Miller-Davis Company in the amount of $239,799.00 for the Civic Center Parking Garage, Phase II. Retainage - $26,644.00.	Approved and ordered Department of Finance to process payment.
29.	Received pay request from Gibson, Tourney, Kim, Inc. in the amount of $4,224 for professional services on Civic Center Parking Garage, Phase II.	Approved and ordered Department of Finance to process payment.
30.	Received pay request from Dailey Asphalt Products in the amount of $11,271.84 for Resolution 5958-82, 1982 Resurfacing.	Approved and ordered payment from 3 95 006 595 84 431, P. O. 21744.
31.	Received pay request from Dailey Asphalt Products in the amount of $35,783.90 for Resolution 5951-82, 1982 Resurfacing in the 1st District.	Approved and ordered payment from 3 95 006 595 14 431, P. O. 20319.
32.	Received pay request from Gaines Construction in the amount of $20,527.20 for Resolution 5962-83, Hamilton Park Neighborhood, Phase I.	Approved and ordered payment from CD&P.
33.	Received pay request from Brooks Construction in the amount of $5,574.60 for Resolution 5948-82, Resurfacing in 6th District.	Approved and ordered payment from 3 95 006 594 84 431, P. O. 20317.
34.	Received pay request from Brooks Construction in the amount of $ 3,042.00 for Resolution 5968-82, 1983 Resurfacing (Group #1).	Approved and ordered payment from 138 972 0036 4431.
35.	Received Change Order #3 on Resolution 325-80, Elkridge Addition, from Butler & Butler, Inc. for an extension of time to June 30, 1983.	Approved and ordered sent to Common Council for their approval on Tuesday, June 14, 1983.
36.	Received Change Order #4 and Final for Resolution 338-80, Trier Ditch-Ridgeview Heights from John Hartman Construction for a net decrease of $15,697.27.	Approved and sent to Common Council on Tuesday, June 14, 1983.
37.	Received pay request from John Hartman in the amount of $3,657.50 for Resolution 338-80, North Maumee Study Area.	Approved.

38.	Received recommendation from WPC Engineering Department for release of retainage on Resolution 338-80, North Maumee in the amount $15,798.19 reducing balance to zero.	Approved and executed.
39.	Received pay request from Wayne Asphalt in the amount of $3,725.48 for Resolution 5945-82, 1982 Resurfacing (Pontiac & Wayne Trace).	Approved and ordered payment from 1 38 972 003 24 431, P. O. 19465.
40.	Received report from Street Engineering Department on the petition for curbing on Westbrook in the 2100 block. 53% of property owners have signed this petition.	Board Order 93-80 will be held until money is available.
41.	Received recommendation from WPC Engineering to cancel contract with Land Excavating, Inc. on Resolution 388-83, Calhoun Street Combination Sewer Repair; work to be done as part of the PTC Calhoun Improvement Mall.	Approved. Ordered letter written to Land Excavating, Inc. terminating contract.
42.	Received report from Street Engineering Department on the petition for curbing on Lynn Ave. 67.85% of property owners have signed petition.	Board Order 9-82 will be held until money is available.
43.	Received report from Street Engineering Department on the petition for sidewalk replacement at 2026, 2032, 2034, 2036, & 2044 Brown St.	Board Order 132-82 will be held until money is available.
44.	Received report from Street Engineering Department recommending Board Order 118-78 be rescinded. (curbs on McKee)	Approved and ordered rescinded.
45.	Received report from Street Engineering Department recommending Board Order 51-78 be rescinded. (paving of alley 5200 Buell to 5300 Buell)	Approved and ordered rescinded.
46.	Received Notice of Main Extension, Contract 82-XP-4, Cook Road Feeder Main, to be installed by Water Construction Department.	Approved. Ordered sent to Water Engineering to have recorded.
47.	Received Agreement from Industrial Engineering, Inc. permitting them to construct their new building over the existing City sanitary sewer prepared by WPC Engineering.	Approved and executed.
48.	Received Water Contract 8303, The Village of Buckingham, Section I, Phase II, from Water Engineering Department.	Approved.

49.	Received Street Lighting Contract for Resolution 168-83, East Central with Weikel Line Company in the amount of $8,931.44.	Approved. Ordered Sent to Common Council on Tuesday, June 14, 1983.
50.	Received Street Lighting Contract for Resolution 171-83, Poplar with Weikel Line Company in the amount of $7,767.50.	Approved and ordered sent to Common Council on Tuesday, June 14, 1983.
51.	Received Street Lighting Contract for Resolution 172-83, Memorial Park, with Weikel Line Company in the amount of $13,715.02.	Approved. Ordered sent to Common Council on Tuesday, June 14, 1983.
52.	Street Cut Permits Applied For	Approved and street permits issued.

2907 Abbott	C.U.
2301 S. Anthony	J & G Sewer & Water Disc.
909 Coliseum Blvd. E.	NIPSCO
813 Canal	"
2620 Central	"
3337 Collegiate Ct.	"
4100 Columbia Ave.	Ronald Lunz Exc.
Colwyn & Camde	C.U.
460 E. Creighton	"
206 W. Creighton	"
Dalman, W. at Clinton	"
Delaware & Forest Park Blvd.	"
3414 Delray Dr.	NIPSCO
562 Elizabeth	"
2212 Gay	NIPSCO
Gay, N. of Creighton	C.U.
5602 S. Harrison	Roto Rooter
2521 Holton Ave.	C.U.
1219 Huestis	NIPSCO
W. Jefferson for Civic Center	Lengacher Excavating
7208 Kumfer	NIPSCO
6303 Wood Rim Run	"
Lavina, behind 1023 Wilt	"
519 Mechanic	"
Mac Arthur Dr. 300' N/of SR 3	GT Co. of IN
2602 Poinsette	C.U.
1129 E. Pontiac St.	NIPSCO
2436 Reed Rd.	"
2047 Riedmiller Ave.	"
801 Runnion	"
State & Eade Ave.	C.U.
1204 W. State Blvd.	"
State & Forest Pk. Blvd.	"
4923 Stoney Run Ct.	"
Stony Run Ct. & Camden	"
637 Warick Ave.	"
1706 E. Wayne	NIPSCO
E. Wiebke @ Clinton	C.U.
Williams St. Area	NIPSCO
6102 Winter	"

EMERGENCY CUTS

3117 Bowser	NIPSCO
7503 Bradbury	"
7410 Bradbury	"
6502 Bradbury	"
7501 Bradbury	"

52. Street Cut Permits - contd. Approved and permits issued.

EMERGENCY CUTS

824 S. Calhoun	NIPSCO
N. E. corner Douglas & Webster	"
N. W. corner Douglas & Webster	"
Fairfield & Fairfax	"
2945 Holton	"
1001 Larch Ln.	"
1700 McKinnie 90' W/of Anthony	"
2832 Overlook Dr.	"
2617 Reed Rd.	"
Sylvia & Gary	"
1216 Union	"
411 W. Williams	"
3214 Winter St.	"

Meeting of 5-18-83 adjourned at 10:30 a.m.

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

Attest:

Sandra E. Kennedy, Clerk

THURSDAY, MAY 19, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Hearing held at 3:00 p.m.

1. HEARING ON CONFIRMATION: Resolution 1028-83, Norwood and Houser Subdivisions, for a water main.	Confirmed. Advertise Notice to Contractors May 27 and June 3, 1983. Receive bids on Wednesday, June 15, 1983 at 9:00 a.m. Ordered Water Engineering to prepare bid documents.
2. HEARING ON CONFIRMATION: Resolution 1029-83, Columbia Avenue, for a water main.	Confirmed. Advertise Notice to Contractors May 27 and June 3, 1983. Receive bids on Wednesday, June 15, 1983 at 9:00 a.m. Ordered Water Engineering to prepare bid documents.
3. Continued from May 5, 1983 HEARING ON CONFIRMATION: Ornamental Street Lighting Resolution 167-83, Woodhurst Addition.	Confirmed. Advertise Notice to Contractors on May 27, and June 3, 1983. Receive bids on Wednesday, June 15, 1983 at 9:00 a.m. Ordered Street Lighting Engineering Department to prepare bid documents.
4. EMERGENCY RESOLUTION 73 - 45 - 4 Pavement blow-up in the 5200 block of North Clinton St..	Approved and adopted. A true copy herein incorporated. Ordered a Purchase Order to be issued to Hipskind Concrete for $5,000.00.

Hearing adjourned at 4:30 p.m.

Stephen A. Bailey, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

Attest: Sandra E Kennedy
Sandra E. Kennedy, Clerk

MONDAY, MAY 23, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins,
S. E. Kennedy, Clerk.

Present - Bailey, Collins, Kennedy.

AWARD CONTRACT:

1. Receive tabulation and recommendation prepared by Street Engineering for Resolution 5977-83, LaRez NSA, to award contract to Hipskind Concrete Corp. in the amount of $62,935.00 which includes the base bid and Alternate II. (CD&P)

Award contract to Hipskind Concrete Corp. at and for their bid in the amount of $62,935.00 subject to councilmanic approval.

2. Received tabulation and recommendation prepared by Street Engineering for Resolution 5978-83, Pontiac Place NSA, Phase II, for the base bid and Alternates I & III. (CD&P)

Award contract to Gaines Construction Co., Inc. in the amount of $67,448.25 subject to councilmanic approval.

3. Received tabulation and recommendation prepared by Street Engineering for Resolution 5979-83, East Central IX, Phase II, for the base bid and Alternates I & III.

Award contract to Gaines Construction Co., Inc. at and for their bid in the amount of $76,924.50 subject to councilmanic approval.

4. Received Quit-Claim Deed whereby the City quit-claims to Charles N. Bordner & Marcell M. Bordner thefollowing described real estate:

Approved and a true copy herein incorporated. Ordered same to be recorded.

E. 25 ft. of W. 50 ft. of Lot #57 of North Sherwood Terrace Addition to the City of Fort Wayne, Indiana, according to the recorded plat thereof.

5. Received Quit-Claim Deed whereby the City quit-claims to Jerry Russo & Josephine Mary Russo the following described real estate:

Approved and a true copy herein incorporated. Ordered same to be recorded.

W. 25 ft. of Lot #57 North Sherwood Terrace Addition to the City of Fort Wayne, Indiana, according to the recorded plat thereof.

Meeting adjourned at 9:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Attest: Sandra E. Kennedy
Sandra E. Kennedy, Clerk

WEDNESDAY, MAY 25, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins,
S. J. Helmsing, Clerk Pro Tem.

Present.

1. AWARD CONTRACT:

83-XP-1, Leo Road Water Main Extension. Water Engineering Department has recommended that the contract be awarded to the low bidder.

Award contract to Scheidleman Excavating, Inc. at and for their bid in the amount of $44,285.58 subject to councilmanic approval.

2. Received Sewer Extension Agreement between City of Fort Wayne and North Eastern Enterprises, Inc. for the construction of a local sanitary sewer for the Village of Buckingham.

Approved and a true copy herein incorporated.

Ordered Sent to Common Council on Tuesday, June 14, 1983.

Ordered same to be recorded.

3. Received Sewer Extension Agreement between City of Fort Wayne and Buckingham Development Corp. for the construction of a local sanitary sewer for the Lakes of Buckingham North and Lakes of Buckingham South.

Approved and a true copy herein incorporated.

Ordered Sent to Common Council on Tuesday, June 14, 1983.

Ordered same to be recorded.

4. Received pay request from Earth Construction & Engineering in the amount of $4,554.87 for Resolution 368-82, Spy Run/Elizabeth Storm Sewer Repair, DSR 044897, P. O. A 23747, W. O. 79046.

Approved and ordered City Utilities to pay invoice.

5. Received pay request from Hagerman/Shambaugh in the amount of $582,937.10 for the AWT C 180774 -03 for the period of March 26, 1983 to April 30, 1983; and Escrow in the amount of $30,680.90.

Approved and ordered City Utilities to make payment as follows:
Hagerman/Shambaugh:
Check - $521,575.30
Note - $ 61,361.80
Lincoln National Bank Escrow Agent:
Note - $ 30,680.90

6. Received a sidewalk permit for 1629 Colerick from Emil P. Holliday, Contractor.

Approved and permit issued.

7. Received the following Driveway Applications:

Approved and permits issued.

Botanical Gardens @ Calhoun & Jefferson	Hagerman Construction
1614 Sprunger	Landis Construction
Botanical Gardens @ Calhoun & Jefferson	Hagerman Construction
1333 W. Main St.	McGuire & Son Asphalt
1600 blk. of Taylor	Wendell Construction
1905 Lathrop	Bruce McCleod

8.	Received the following petitions:	Approved.
	a) Sidewalk improvement where needed on Jessie Avenue (the west half of Lots 25 & 26 of Tremans Addition).	Referred to Street Engineering Department to investigate and report. Board Order 64-83 issued.
	b) Sidewalk replacement in the 2500 block of Maple Place.	Referred to Street Engineering Department to investigate and report. Board Order 65-83 issued.
	c) Replacement of curbs and aprons at 4603 Barrington Drive.	Referred to Street Engineering Department to investigate and report. Board Order 66-83 issued.
	d) Replacement of sewer line on Abbott between McKee and Drexel.	Referred to Water Pollution Control Engineering Department to investigate and report. Board Order 67-83 issued.
	e) Cleaning of ditch in the Summit Ridge Addition.	Referred to Street Department to place on summer schedule for cleaning. Board Order 68-83.
	f) Alley light in the rear of 1128 W. Wayne Street.	Referred to Street Lighting Engineering Department to investigate and report.
9.	Received Improvement Resolution 5969-83 for the improvement of Ellen Avenue from the east property line of Lakeview Drive to the west property line of Sprunger Ave.	Approved and adopted. A true copy herein incorporated. Advertise Notice to Property Owners on June 10 & June 17, 1983. Hearing to be held on Thursday, June 30, 1983 at 3:30 p.m. Mail Notices on June 17, 1983.
10.	Received report from Street Engineering Department that the petition for installation of curbing on the south side of West Foster Parkway next to 4004 Indiana Ave. was taken care of in conjunction with a 1982 resurfacing project (Res. 5944).	Ordered Board Order 121-82 to be rescinded because work done on Resolution 5944-82.
11.	Received Escrow Agreement for Resolution 374-82, Third Street Sewer Repairs, Group 9, with John Dehner, Inc.	Approved and ordered City Utilities to place previous retainage of $4,129.59 in Escrow with the Escrow Agent - Lincoln National Bank & Trust Company.
12.	Received Board Order request for the preparation of plans, specifications, resolution and property ownership list for Charlotte-Reed Road Sanitary Sewer Improvement. This will be Barrett Law 1983 Capital Improvement Project.	Approved and ordered Water Pollution Control Engineering Department to prepare Plans, specs, resolution and P. O. list. Board Order 69-83 issued.

13.	Received Special Sewer Permit for Lakes of Buckingham South prepared by the Water Pollution Control Engineer for the construction of a sanitary sewer by Scheidleman Excavating, Inc..	Approved and Special Sewer Permit issued. Board Order 70-83.
14.	Received Special Sewer Permit for Lakes of Buckingham North prepared by the Water Pollution Control Engineer for the construction of a sanitary sewer by Scheidleman Excavating, Inc.	Approved and Special Sewer Permit issued. Board Order 71-83.
15.	Received Water Contract No. 8305, Lakes of Buckingham North, Phase I, prepared by the Water Engineer, between the City & Buckingham Development Corp.	Approved. Ordered sent to the Water Engineering Department for handling.
16.	Received Water Contract No. 8306, Lakes of Buckingham South, Phase I, prepared by the Water Engineer, between the City and Buckingham Development Corp.	Approved. Ordered sent to the Water Engineering Department for handling.
17.	Received recommendation from WPC Engineering on Resolution 349-80, Sprunger Lift Station to release retainage and reduce the balance to zero dollars; WPC also recommended that this project be made an integral part of the city's sewer system.	Approved. "Authorization for Payment"executed. Ordered Acceptance Letter written.
18.	Received recommendation from WPC Engineering on Resolution 321-80, Rehabilitation St. Joe Study Area, to release retainage and reduce the balance to zero dollars; WPC also recommended that this project be made an integral part of the city's sewer system.	Approved. "Authorization for Payment" executed. Ordered Acceptance Letter written.
19.	Received recommendation from WPC Engineering on the North American Van Lines Pump Station Elimination Sanitary Sewer Project that it be made an integral part of the city's sewer system.	Approved. Ordered Acceptance Letter written.
20.	Received recommendation from WPC Engineering to release retainage on Resolution 352-80, Junk Ditch Study Area in the amount of $5,715.72 leaving a balance of $3,222.71.	Approved. "Authorization for Payment" executed.
21.	Received recommendation from WPC Engineering to release retainage on Resolution 326-80, Spy Run Study Area in the amount of $9,916.14 leaving a balance of $4,832.59.	Approved. "Authorization for Payment" executed.
22.	Received recommendation from WPC Engineering to release retainage on Resolution 340-80, North Maumee Study Area in the amount of $10,152.90 leaving a balance of $5,031.59.	Approved. "Authorization for Payment" executed.

23. RESOLUTION 73-50-23 Approved and adopted. A true copy herein incorporated.

WHEREAS, it can be a hardship on the elderly citizens of Fort Wayne to provide continuous access to their water meter, resulting in increased utility bills from the missed reads; and

WHEREAS, the Board of Public Works has the authority to set the charges for various services of the Water Utility; and

WHEREAS, it is in the interest of the Water Utility and the citizens of Fort Wayne to reduce the number of missed reads and call-backs.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Public Works has established a reduced installation charge for a remote water-meter reading device. Said charge is to be set at $20.00 for the balance of calendar year 1983 and will be available to all senior citizens of Fort Wayne, provided that they are at least 60 years of age, reside within the City Limits of Fort Wayne and currently have the water service in their name. Payment for the remote meter installation may be made in one payment, or, at the option of the customer, may be added to the monthly water bill at the rate of $2.00 per month for 10 months.

Meeting of 5-25-83 adjourned at 9:45 a.m.

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

Attest: Sharon J. Helmsing
Pro Tem Clerk

THURSDAY, MAY 26, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 3:30 p.m.

S. A. Baiely, R. A. Staten, B. R. Collins, S. J. Helmsing, Clerk Pro Tem. — Present.

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL: — Continued to Thursday, June 2, 1983 at 2:00 p.m..

   Resolution 5907-81, Harrison Hill Addition, for curbs, sidewalks, and drive approaches.

Meeting adjourned at 5:05 p.m.

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

Attest: Sharon J. Helmsing
Clerk Pro Tem

WEDNESDAY, JUNE 1, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, Present.
S. J. Helmsing, Clerk Pro Tem.

1. Receive Bids:
Resolution 5980-83, Pontiac Street
Renaissance, Phase II.

Award contract on Wednesday, June 8, 1983
at 9:00 a.m.

Moellering Construction	$132,652.00	Division I
	no bid	Division II
Rieth-Riley	$132,407.00	
	22,414.30	
Twin Pines Nursery & Gardens	no bid	
	$16,286.00	
Engineer's Estimate	$110,523.00	
	19,428.75	

2. Receive bids:
Resolution **5981-**83
Oxford Neighborhbood IX, Phase II

Award contract on Wednesday, June 8, 1983,
at 9:00 a.m.

Dailey Asphalt	$49,684.25	Base Bid
	11,520.40	Alternate I
	3,670.30	Alternate II
	15,000.00	Alternate III
G & B Construction	$61,592.75	
	15,530.00	
	4,351.50	
	13,000.00	
Gaines Construction	$40,250.70	
	8,456.00	
	3,242.50	
	12,000.00	
Hipskind Concrete	$32,108.20	
	10,282.00	
	11,812.50	
	12,000.00	
Rieth-Riley	$45,693.60	
	9,092.60	
	3,384.45	
	13,500.00	
Engineer's Estimate	$49,890.25	
	10,213.00	
	3,324.75	
	12,000.00	

3. Receive Bids:
Resolution 5983-83
Memorial Park Neighborhood, Phase II

Award contract on Wednesday, June 8, 1983
at 9:00 a.m.

Dailey Asphalt	$58,438.50	Base Bid
	28,310.50	Alternate I
	10,500.00	Alternate II
Gaines Construction	$49,340.70	
	23,368.50	
	8,400.00	
Hipskind Concrete	$48,413.40	
	21,828.50	
	8,400.00	
Lakeside Const. Co.	$55,764.75	
	23,494.00	
	10,850.00	
Rieth-Riley	$60,947.20	
	28,448.70	
	9,450.00	
Tomco	$55,552.90	
	25,338.75	
	10,500.00	
Engineer's Estimate	$55,828.60	
	26,347.50	
	9,100.00	

4. Award Contract:
Resolution 5972-83, Poplar Neighborhood, Phase II, for the construction of curbs, sidewalks wingwalks, and drive approaches. (CD&P)

Award contract to L. W. Dailey at and for their bid in the amount of $67,001.25 which includes the base bid and Alternate I and III. Subject to Councilmanic approval.

Ordered Street Engineering Department to prepare contract.

5. Award Contract:
Resolution 5973-83, Hoagland/Masterson Phase II, for construction of curbs, sidewalks, wingwalks, and drive approaches. (CD&P)

Award contract to Hipskind Concrete Corp. at and for their bid in the amount of $49,661.50 which includes the base bid only. Subject to councilmanic approval.

Ordered Street Engineering Department to prepare contract.

6. Award Contract:
Resolution 5975-83, Hamilton Park Neighborhood, Phase II for construction of curbs and sidewalks. (CD&P)

Award contract to L. W. Dailey at and for their bid in the amount of $72,076.90 which includes the base bid and Alternates I & III. Subject to council approval.

Ordered Street Engineering Department to prepare contract.

7. Award contract:
Resolution 5976-83, Hanna-Creighton VIII, Phase II for construction of curbs and sidewalks. (CD&P)

Award contract to L. W. Dailey at and for their bid in the amount of $98,661.25 which includes base bid and alternate II. Subject to councilmanic approval.

Ordered Street Engineering Department to prepare contract.

8.	Award Contract: Resolution 386-83, Division II, Berry Street Sewer Replacement & Interconnection Project. Bonar & Associates, the city's consulting engineer on this project recommends that the segment from Lafayette to Francis St. be abandoned now, this amounts to about 2500 lineal feet or approzimately two-fifths of the entire project's lenght.	Contract awarded for Division II to Midwest Mole, Inc. at and for their bid in the amount of $80,000.00 subject to councilmanic approval. The above award is only for Phase I of Division II. The remainder of Division II will be awarded at a later date. Ordered Bonar & Associates to prepare contract.
9.	Received pay request from Clyde E. Williams and Associates, Inc. in the amount of $13,875.40 for engineering services on the Crescent Ave. Improvements, MF312.	Approved. Ordered payment from LR&S 138 972 0006 4431.
10.	Received pay request from Hipskind Concrete Corp. in the amount of $6,746.76 for work on Res. 5946-82, West Central Neighborhood Phase VII. CD&P.	Approved and ordered Community Development & Planning to pay invoice.
11.	Received pay request from National Serv-All, Inc. in the amount of $23,377.27 on Resolution 5960-82, Memorial Park Neighborhood Phase I.	Approved and ordered Community Development & Planning to pay invoice.
12.	Received pay request from Tomco Construction Co., Inc. in the amount of $24,149.11 for Resolution 5967-83, Pontiac Place/Greater McMillan, Phase I.	Approved and ordered Community Development & Planning to pay invoice.
13.	Received pay request from John Dehner, Inc. in the amount of $26,104.24 for Resolution 375-82, Misc. Repairs to the Lagoons (DSR's 047126, 047128)	Approved and order City Utilities to pay invoice from W.O. 40079
14.	Received the following sidewalk Applications:	Approved and permits issued.

1743 Wells	Pat Hipskind
1738 Purdue	Bob Houser Contractor
2025 California	Patricia Reimund Carroll
1517 Melrose	L. Fowler

15.	Received a Driveway Application for 2816 Pinewood from M. U. Company	Approved and permit issued.
16.	Received the following Street Cut Applications:	Approved and permits issued.

1809 Alabama	C.U.
Anthony, btw Washington and Maumee	"
Bardsey Ln. n/o Breconshire	NIPSCO
3117 Bowser	"
7400 & 7500 Bradbury	
3236 S. Calhoun	James R. Miller
824 S. Calhoun	NIPSCO
Cambrian Pl. n/o Breconshire	"
Camelot & Corby	C.U.
1803 Clinton	NIPSCO
Corby, s/o Eastwick	C.U.
4125 Dalewood	"
4527 Dodge	"
W. Douglas & S. Webster	NIPSCO

16. continued.

2010 Ellen	NIPSCO
Fairfield at Fairfax	"
Guild s/O Chartwell	C.U.
613 S. Harrison	NIPSCO
3710 Hastings Rd.	"
2945 Holton	"
Indiana & Sherwood Terrace	C.U.
Inwood Ct. & Inwood Dr.	"
222 Jacobs	NIPSCO
on Kingsley @ Vance	C.U.
2921 Kingsley	"
Kirkfield & Courtwood	"
7208 Kumfer	"
Lavina beside 1216 Union	NIPSCO
Lynwood Ct. & Inwood	C. U.
1700 McKinnie	NIPSCO
1826 W. Main	"
Maumee & Warren	C.U.
Nuttman & Fairfield	"
2832 Overlook	NIPSCO
2212 Pleasant	C.U.
400 & 500 Pontiac	NIPSCO
N.E. corner Pontiac and Winter	C.U.
2617 Reed	NIPSCO
On Roebuck for 5300 St. Joe Rd.	Wilmer & Peterson Construction
202 E. Rudisill	C.U.
Sherwood Terrace & Old Mill Rd.	"
1118 Sylvia	NIPSCO
Tacoma & Prange	C.U.
2210 Tillman	NIPSCO
806 Walnut	"
Warren @ Maumee	C.U.
Washington e/o S. Anthony	NIPSCO
Waynedale Blvd. beside 6404 Beaty	"
411 W. Williams	"
3214 Winter	"
6311 Wood Rim Run	"

Emergency Cuts	NIPSCO
3117 Bowser	
506 E. Brackenridge	
7505 Bradbury	
7502 Bradbury	
3308 Clermont	
1717 Cody	
4100 Columbia	
3325 Felician	
654 Greenlawn	
1101 Hamilton	
3405 Harvester	
1016 High	
Lower Huntington Rd & Bradbury	
4714 S. Monroe	
5128 North Bend	
Randall & Wabash	
1928 S. Webster	

17.	Received the following petitions for Street Lighting: alley light in rear of 4106 Lillie alley light in rear of 2714 Carew	Referred to Street Lighting Engineering to investigate and report.
18.	Received petition for repair of curb and removal of bus stop sign in front of 3329 E. State.	Referred to Street Engineering Department to investigate and report. Board Order 74-83 issued.
19.	Received Resolution 5985-83, Lafayette Corridor (Pontiac to R. R. overpass) for improvement to sidewalk, curb, drainage and widening where needed. (LR&S)	Approved and adopted. A true copy herein incorporated. Advertise Notice to contractors on June 3, and June 10, 1983. Receive bids on Wednesday, June 22, 1983 at 9:00 a.m. Ordered Street Engineering to prepare bid documents.
20.	Received Sewer Construction Permit for Civic Convention Center for construction of a sanitary sewer by Lengacher Excavating Co., Inc.	Approved and Sewer Permit issued. Board Order 75-83.
21.	Received Acceptance Agreements for Partial Work Completed on the Water Quality Control Project, C 180538 01, recommended by Neil Wisler and Phil Boller. (Digestor control panel; chemical feed system; HVAC equipment; lobby graphics; engine/generator, jacket water system, jacket water pumps, exhaust heat recovery & silencer; and east sewage gas engine & accessories)	Approved and executed.
22.	Received Agreement for Perpetual Maintenance and Liability of a Dentention Basin at Diamond Jim's Inc. between Daniel L. Roberts, Developer, and Twenty-First Century Corporation, Robert Stetzel, President, and the City of Fort Wayne.	Approved and on file in the Board of Public Works. Ordered Water Pollution Control Engineering to record agreement.

Meeting of 6-1-83 adjourned at 10:20 a.m.

Stephen A. Bailey, Chairman

Betty R Collins

Betty R. Collins, Member

Roberta Anderson Staten, Member

Attest: Sharon J. Helmsing

Sharon J. Helmsing, Clerk Pro Tem

THURSDAY, JUNE 2, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Hearing held at 2:00 p.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. J. Helmsing, Clerk Pro Tem.

Present.

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

   Resolution 5907-81, Harrison Hill for curbs, sidewalks, and drive approaches.

Confirmed.

Ordered sent to the Department of Finance.

Adjourned at 2:10 p.m.

Reconvene at 3:30 p.m.

2. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

   Resolution 1027-82, Edwards Street, construction of a local water main.

Confirmed.

Ordered sent to the Department of Finance.

Adjourned at 3:50 p.m.

Reconvene at 4:00 p.m.

3. HEARING ON CONFIRMATION:

   Resolution 166-83, (Amendment #1) Hoagland Avenue from Wildwood to Pontiac - ornamental street lighting.

Continued to Thursday, June 16, 1983 at 3:30.

Time up to receive remonstrance is Monday, June 13, 1983 at 5:00 p.m.

Hearing adjourned at 4:35 p.m.

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

Attest: Sharon J. Helmsing
Sharon J. Helmsing, Clerk Pro Tem

WEDNESDAY, JUNE 8, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

	S. A. Bailey, R. A. Staten, B. R. Collins, S. J. Helmsing, Clerk Pro Tem.	Present.
1.	Award Contract: Resolution 5981-83, Oxford Neighborhood Phase IX, NSA Capital Improvement Project.	Award contract to Hipskind Concrete at and for their bid in the amount of $47,884.20 which includes the base bid and Alternate I, subject to councilmanic approval. Ordered Street Engineering Department to prepare contract.
2.	Award contract: Resolution 5983-83, Memorial Park Neighborhood, Phase II, NSA Captial Improvement Project.	Award contract to Hipskind Concrete at and for their bid in the amount of $48,413.40 which represents the base bid only, subject to councilmanic approval. Ordered Street Egnineering Department to prepare contract.
3.	Resolution 5980-83, Pontiac Renaissance, Phase II wil not be awarded because the first set of bids came in over the engineer's estimate. CD&P has requested that this project be readvertised.	Approved. Advertise Notice to Contractors on June 10 & June 17, 1983. Receive bids on Wednesday, June 29, 1983 at 9:00 a.m. Ordered Street Engineering Department to prepare bid documents.
4.	Received pay request from Yoder & Yoder in the amount of $14,562.42 for Resolution 5966-83 Hanna- Creighton, Phase VII. (CD&P)	Approved and ordered Community Development & Planning to pay invoice.
5.	Received pay request from Dailey Asphalt Products Co., Inc. in the amount of $51,025.59 for Resolution 5951-82, Asphalt Resurfacing in the 1st District.	Approved and ordered payment from 3 95 006 595 14 431.
6.	Received pay request from Brooks Construction Co., Inc. in the amount of $22,463.84 for Resolution 5942-82, Flood Damage on Dwenger Ave. Area.	Approved and ordered City Utilities to make payment.
7.	Received pay request from Dailey Asphalt Products Co., Inc. in the amount of $5,118.33 for Resolution 5937-82, Resurfacing on Reed Road, Vance Ave. and Kirkfield.	Approved and ordered payment from 1 38 972 002 74 431, Purchase Order #A 19603.
8.	Received pay request from McNamee, Porter, and Seeley in the amount of $1,091.20 for engineering services on Contract 77-W-2, Water Works Improvement.	Approved and ordered City Utilities to pay invoice.

9.	Received pay request from HNTB in the amount of $15,164.48 for engineering services on WPC Plant Expansion, C-180538.	Approved and ordered City Utilities to pay invoice.
10.	Received pay request from Hagerman-Shambaugh for WPC Plant Expansion, C-180538, Division I in the amount of $13,519.45; and from their Escrow Agent, Lincoln National Bank in the amount of $711.55.	Approved and ordered City Utilities to pay invoice.
11.	Received final pay request from Earth Construction & Engineering in the amount of $19,752.99 for Resolution 319-80, Northcrest Pump Station.	Approved and ordered City Utilities to pay invoice.
12.	Received pay request from Wayne Asphalt & Construction in the amount of $3,662.06 for Resolution 5945-82, 1983 Resurcafing on Pontiac, Wayne Trace, etc.	Approved and ordered payment from 1 38 972 003 24 431, P. O. 19465.
13.	Received pay request from Moellering Construction Co., Inc. in the amount of $133,179.94 for Resolution 5970-83, Group 2 of the 1983 Asphalt Resurfacing.	Approved and ordered payment from LR&S funds.
14.	Received pay request from Brooks Construction Co., Inc. in the amount of $60,813.34 for Resolution 5968-83, 1983 Asphalt Resurfacing Group #1.	Approved and ordered payment from 138 972 003 64 431.
15.	Received pay request from John Dehner, Inc. in the amount of $4,029.93 for Resolution 5934-82, Oxford Neighborhood, Phase VII.	Approved and ordered Community Development & Planning to pay invoice.
16.	Received pay request from Gaines Construction Co., Inc. in the amount of $33,097.99 for Resolution 5962-82, Hamilton Park, Phase I.	Approved and ordered Community Development & Planning to pay invoice.
17.	Received pay request from John Dehner, Inc. in the amount of $219,413.16 for Resolution 374-82, Third Street.	Approved and ordered City Utilities to pay invoice.
18.	Received pay request from John Dehner, Inc. in the amount of $39,033.64 for Resolution 386-83, Berry Street Sewer; retainage of $2,054.40.	Approved and ordered City Utilities to pay invoice.
19.	Received pay request from Land, Inc. in the amount of $21,643.66 for Resolution 364-82, Harrison Street Sewer Repairs Group 3; retainage of $2,404.86.	Approved and ordered City Utilities to pay invoice.
20.	Received pay request from Land, Inc. in the amount of $12,802.50 for Resolution 373-82, Group Eight Sewer Repairs; retainage of $1,422.50.	Approved and ordered City Utilities to pay invoice.

21. Received pay request from T-G Excavating in the amount of $29,721.44 for Resolution 363-82, Terminal Ponds and Sludge Lagoons; no retainage .

Approved and ordered City Utilities to pay invoice.

22. Received the following Street Cut Applications:

Approved and permits issued.

Beaver & Sherwood Terrace	C.U.
7719 Bisque Court	NIPSCO
3117 Bowser	"
7502 and 7505 Bradbury	"
506 Brackenridge	"
3933 Central	Golden Rule
3308 Clermont	NIPSCO
1700 W. Coliseum Blvd.	C.U.
4100 Columbia Ave.	NIPSCO
1307 Ewing	C.U.
3325 Felician	NIPSCO
1319 Fletcher	"
W. Foster Parkway & Buell Dr.	C.U.
2711 Fox	"
654 Greenlawn Ave.	NIPSCO
2813 S. Hanna	C.U.
5300 S. Hanna	"
3405 Harvester	NIPSCO
1016 High	"
1022 High	"
2917 Holton	C.U.
4809 Illinois Rd.	Bercot-Gibson
Botanical Gardens	Lengacher
314 Killea	NIPSCO
Lexington & Arlington	C.U.
136 W. Leith	Shoda Enterprises
614 Lillian	C.U.
L. Huntington Rd. & Bradbury	NIPSCO
1017 Maxine	C.U.
Maxine & Lexington	"
McKee & Adams	"
McKee & Turpie	"
4714 S. Monroe	NIPSCO
5128 N. Bend Dr.	"
527 W. Oakdale	Golden Rule Sewer
2204 Ontario	NIPSCO
Randall & Wabash	"
3425 Raymond	"
1120 W. Washington	"
Smith beside 1101 Hamilton	"
1237 Summit	C.U.
814 W. Superior	NIPSCO
2815 Taylor	NIPSCO
2321 25th St.	"
1102 W. Washington	"
1928 S. Webster	"
Westover Rd. & Pembroke	C.U.
312 E. Woodland	NIPSCO
706 L. Huntington Rd.	NIPSCO
5615 Plaza	NIPSCO

23. Received a petition for the construction of a water main on Bellview.

Referred to Water Engineering Department to investigate and report.

Board Order 76-83 issued.

24. Received the following Driveway Applications:

1121 W. Coliseum	Dailey Asphalt
3505 L. Huntington	James Brunson
1648 Circle	Ned Keener Constr.
2602 Hessen Cassel	Donald Goodman (owner)
7208 Kumfer	James Brunson
2014 Kenwood	Ned Keener
514 Pinetree	Hoffman Constr.
4100 Columbia	Moellering Const.
1743 N. Wells	Pat Hipskind Concrete
1140 Somerset	Victor Wagler
2727 N. Clinton	Graber & Graber Cement
1601 Crescent	Mac Constr.
4100 Columbia	Moellering Constr.

Approved and permit issued.

25. Received request from Water Engineering for a Board Order Number on Cook Road Industrial Development, W.O. 63631.

Approved.

Issued Board Order #77-83.

26. Received three agreements between the Indiana Department of Highways and the City of Fort Wayne regarding the following projects:

RRS-9902(10) Des. No 37181
Approaches N & W @ Lumbard

RRS-F920(2) Des. No. 37161
Approaches N & W @ Washington

RRS-9902(9) Des. No. 37231
Approaches N & W @ Glasgow

Approved and returned to Indiana Department of Highways. They will return the executed agreement.

27. Received Change Order #3 and Final for Resolution 319-80, Northcrest Pump Station with Earth Construction & Engineering; Net Increase of $2409.23.

Approved and ordered sent to Common Council for their approval on Tuesday June 28, 1983.

28. Received Change Order #1 for Resolution 5934-82, Oxford Neighborhood Phase VII with John Dehner, Inc.; net increase of $3251.50

Approved and ordered sent to Common Council for approval on Tuesday, June 28, 1983.

29. Received Change Order #1 for Resolution 5946-82, West Central, Phase VII with Hipskind Concrete, Inc.; net increase of $1528.60.

Approved and ordered sent to Common Council on Tuesday, June 28, 1983.

30. Received Change Order #2 and Final for Resolution 367-82, Dwenger Avenue 60" Brick Sewer Repair with John Dehner, Inc.; net decrease of $11,554.10.

Approved and ordered sent to Common Council on Tuesday, June 28, 1983.

Prior Approval also requested from Council.

31. Received Change Order #1 and Final for Resolution 377-82, Leo Road and Clinton Park Sanitary Sewer with Scheidleman Excavating, Inc.; net increase of $1748.90.

Approved and ordered sent to Common Council on Tuesday, June 28, 1983.

Prior Approval also requested from Council.

32. Received report from Street Engineering on petition for sidewalks at 116 W. Suttenfield - cost of $456.25, 75% property owner and 25% city share.

Approved and ordered Street Engineering Department to inform property owner of same.

33.	Received inspection report from WPC Engineering on Resolution 338-80, Trier Ditch - Ridgeview Heights, accepting the work of John Hartman, Inc. and will be made and integral part of the city's sewer system.	Approved and ordered Acceptance Letter written.
34.	Received Water Main Improvement Resolution 1030-83, Morell Drive, from Sandpoint Road westward, for the construction of a water main.	Approved and adopted. A true copy herein incorporated. Advertise Notice to Property Owners on June 24, 1983 and July 1, 1983. Hearing will be held on Thursday, July 14, 1983 at 3:30 p.m. Mail notices on Friday, July 1, 1983.
35.	Received Water Main Improvement Resolution 1031-83, Elnora Drive, from Washington Center Road northward 450± feet, for the construction of a 6" water main.	Approved and adopted. A true copy herein incorporated. Advertise Notice to Property Owners on June 24, 1983 and July 1, 1983. Hearing will be held on Thursday, July 14, 1983 at 3:30 p.m. Mail notices on Friday, July 1, 1983.
36.	Received Sewer Resolution 371-82, Pump Station Elimination/Interconnection Project, Phase I, I-A, II, II-A, II-B, III, for construction of the above for the use of property holders and adapted for receiving sewage from collateral drains.	Approved and adopted. A true copy herein incorporated. Advertise Notice to Contractors on June 10, & June 17, 1983. Receive bids on Wednesday, June 29, 1983 at 9:00 a.m. Ordered WPC Engineering to prepare bid documents.
37.	Received "Hold Harmless Agreement" with Mountain Food, Inc. d/b/a Blue Mountain Coffee Company to operate a sidewalk cafe on the Landing.	Approved. Copy on file in the Board of Public Works.
38.	Received Area Connection Fee setting the fee at $700/acre until the revised Area Connection Resolution can be completed, for the Junk Ditch Study Area.	Approved.
39.	Received Sewer Construction Permit for the construction of a sanitary sewer at Illinois Road and Reckeweg Road (Toledo Scales Sanitary Sewer Extension) by Bercot, Inc.	Approved and permit issued to Michael W. Thomas. Board Order 78-83 issued.
40.	Received revised Agreement to purchase a sanitary sewer line for the Leo-Cedarville Regional Sewer District in the amount of $16,295.64.	Approved and ordered sent to Common Council on Tuesday, June 28, 1983. A copy on file in the Board of Public Works.

41. Received Supplemental Agreement #1 for engineering services on the AWT, C-180774 03 for an extension of time and increase of fee with HNTB.	Approved and ordered sent to Common Council on Tuesday, June 28, 1983. A true copy herein incorporated.
42. Received Agreement for the WPC Plant Expansion, Division I, C-180538 01 to increase fee approximately $9,800.00 with HNTB.	Approved and a true copy herein incorporated.
43. Received Certificate of Substantial Completion from HNTB for WPC Plant Additions, Division I; Hagerman-Shambaugh, Contractor.	Approved and executed.
44. Received request to waive Area Connection Fee for Patton Trailer Park, Resolution 320-80 by India Fellowship, Inc. on 9709 Leo Road.	Approved.

Meeting adjourned at 10:40 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Roberta Anderson Staten

Roberta Anderson Staten, Member

Attest: Sharon J. Helmsing

Sharon J. Helmsing, Clerk Pro Tem

THURSDAY, JUNE 9, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Hearing held at 3:00 p.m.

S. A. Bailey, R. A. Staten, B. R. Collins,
S. J. Helmsing, Clerk Pro Tem.

Present - Bailey, Collins, Helmsing.

1. HEARING ON CONFIRMATION:

Resolution 5957-83, Curbface walk and new ornamental lighting system on Violet Court from Fairfield to Hoagland.

Continued to Thursday, June 23, 1983 at 3:30 p.m.

Time up to receive remonstrance will be Monday, June 20, 1983 at 5:00 p.m.

Adjourned at 3:30 p.m.

Reconvene at 4:00 p.m.

2. HEARING ON CONFIRMATION:

Resolution 5956-83, Curbs, sidewalks, and new ornamental lighting system on Oakdale Drive from Fairfield to Hoagland.

Continued to Thursday, June 23, 1983 at 3:30 p.m.

Time up to receive remonstrance will be Monday, June 20, 1983 at 5:00 p.m.

Hearing adjourned at 4:15 p.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Attest: Sharon J. Helmsing

Sharon J. Helmsing, Clerk Pro Tem

FRIDAY, JUNE 10, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 8:30 a.m.

	S. A. Bailey, R. A. Staten, B. R. Collins, S. J. Helmsing, Clerk Pro Tem.	Present - Bailey, Collins, Helmsing.
1.	Received Change Order #1 for Resolution 387-83, Phase I, Michigan Ave. with Land Excavating, Inc.; net increase of $119,672.95.	Approved and ordered sent to Common Council on Tuesday, June 28, 1983. Prior Approval received on 5-10-83.
2.	Received pay request from Brooks Construction Co., Inc. in the amount of $139,809.27 for Resolution 5952-82, Asphalt Resurfacing in 3rd District.	Approved and ordered payment from 3 95 006 595 24 431, P. O. 20318.
3.	Received pay request from Wayne Asphalt & Construction Co., Inc, in the amount of $28,420.31 for Resolution 5959-82, Resurfacing Calhoun, N. Washington Rd., & Fairfield.	Approved and ordered payment from 1 38 972 003 54 431, P.O. 21743.
4.	Received pay request from Dailey Asphalt Products in the amount of $26,695.42 for Resolution 5958-83, 1982 Resurfacing.	Approved and ordered payment from 3 95 006 595 84 431, P.O. 21744.
5.	Received pay request from Brooks Construction Co., Inc. in the amount of $33,511.93 for Resolution 5948-82, Asphalt Resurfacing in the 6th District.	Approved and ordered payment from 3 95 006 594 84 431, P.O. 20317.
6.	Received pay request from Dailey Asphalt Products in the amount of $20,039.58 for Resolution 5947-82, 1982 Resurfacing on Coldwater, St. Joe etc.	Approved and ordered payment from 1 38 972 003 44 431, P.O. 19585.

Meeting adjourned at 8:50 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Attest: Sharon J. Helmsing
Sharon J. Helmsing, Clerk Pro Tem

MONDAY, JUNE 13, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, H. V. Gochenour, Clerk.

Present - Bailey, Collins, & Gochenour.

1. Receive Bids:

Resolution 5984-83, Miscellaneous Construction on the dike along the St. Marys River and Junk Spillway. (Nebraska Neighborhood)

Award contract on June 20, 1983 (pending D N R approval)

Fleming Excavating	$267,390.75
	314,395.64
	580,119.39
Spears - Dehner, Inc.	$240,500.50
	281,982.72
	520,973.20
T - G Excavating, Inc.	$274,949.15
	369,106.09
	642,375.24
Engineer's Estimate	$389,124.25
	467,237.25
	853,261.50

His Honor Win Moses, Jr., appointed Helen V. Gochenour as executive secretary and clerk to the Board of Public Works.

Meeting adjourned at 9:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Attest: Helen V. Gochenour

Helen V. Gochenour, Clerk

EMERGENCY BOARD MEETING

JUNE 14, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 4:00 p.m.

S. A. Bailey, B. R. Collins, and H. V. Gochenour, Clerk — Present.

1. EMERGENCY RESOLUTION 73-67-1

WHEREAS, a 24" St. Mary Feeder Main break occurred on Monroe Street south of Wagner Street; and

WHEREAS, an emergency exists for immediate repair; and

WHEREAS, the Purchasing Department because of the extreme emergency obtained the services of John Dehner, Inc.

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists to repair said water main and orders Water Engineering to request City Utilities to issue a purchase order to John Dehner, Inc.

Adopted: June 14, 1983

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

2. EMERGENCY RESOLUTION 73-67-2

WHEREAS, a pavement blow-up occurred in the northbound lane of the 4900 block of North Clinton Street in the vicinity of the Holiday Theatre; and

WHEREAS, an emergency existed for immediate repair; and

WHEREAS, Street Engineering received bids from Moellering Construction Co., Inc. in the amount of $2,477.00; John Dehner, Inc. in the amount of $2,675.50; and L. W. Dailey, Inc. in the amount of $3,336.00.

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists to repair said pavement and requests the Purchasing Department to issue a purchase order to Moellering Construction Co., Inc. for the lowest bid in the amount of $2,477.00.

Adopted: June 14, 1983

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

3. EMERGENCY RESOLUTION 73-68-3

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that an emergency repair be completed on a 24 inch brick sewer located just east of Canal Street between Wayne and Berry Streets, which from its size and character, is necessary for continued collection of wastewater by its users, and because its integrity must be kept, is hereby ordered.

The work requires the installation of a 24 inch sewer segment and appurtenances along with concrete collars, grouting, backfill, surface restoration and temporary pumping in accordance with the plans, profiles, special provisions and specifications now on file in the office of the Board of Public Works, City of Fort Wayne.

All work done in the making of the aforementioned emergency repair shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions, and specifications now on file in the office of the Board of Public Works.

The total cost of said repairs to the 24 inch brick sewer shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne.

Adopted: June 14, 1983

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

Meeting adjourned at 4:40 p.m.

JUNE 15, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, and
H. V. Gochenour, Clerk.

Present

1. Receive bids:

Award contract June 20, 1983 at 9:00 a.m.

Resolution 1028-83, construction of a water main in Houser Sub, Norwood Addition and Norwood Augemented Addition.

Bercot, Inc.	$50,628.00
Earth Construction	56,816.25
Scheidleman	45,824.72
T-G Excavating	53,604.06
Engineer's Estimate	56,732.00

2. Receive bids:

Award contract June 20, 1983 at 9:00 a.m.

Resolution 1029-83, construction of a water main on Columbia Avenue from Coliseum Blvd. eastward 400 feet.

Bercot, Inc.	$8,706.50
Earth Construction	11,924.00
Scheidleman Exc.	11,045.60
T-G Excavating,,Inc.	9,865.81
Engineer's Estimate	9,796.25

3. Receive bids:

Award contract June 20, 1983 at 9:00 a.m.

Resolution 166-83, Ornamental Street Lighting in the Hoagland-Packard-Kinsmoor area.

N. G. Gilbert	$29,900.00
T & F Construction	22,331.25
Engineer's Estimate	24,515.00

4. Receive bids: — Award contract June 20, 1983.

Resolution 167-83, Ornamental Street Lighting in the Woodhurst Addition area.

N. G. Gilbert	$137,600.00
T & F Construction	113,052.05
Engineer's Estimate	138,707.05

5. Receive bids: — Taken under advisement.

Property Sale - 3608 Iowa Court &
3637 Utah Drive

Mr. & Mrs. J. P. Keisler	$1,000.00 1,000.00
Appraisal	3,750.00 4,200.00

6. EMERGENCY RESOLUTION 73-70-6

WHEREAS, a pavement blow-up occurred in the westbound lane of the 1200 block of East Washington Center Road in the vicinity of Nortwood Middle School; and

WHEREAS, an emergency exists for immediate repair; and

WHEREAS, the Street Engineering Department has received bids from John Dehner, Inc. in the amount of $2,394.00; Moellering Construction Co., Inc. in the amount of $2,436.00; and L. W. Dailey, Inc. in the amount of $3,024.00.

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists to repair said pavement and requests the Purchasing Department to issue a purchase order to John Dehner, Inc. in the amount of $2,394.00.

Adopted this date: June 15, 1983.

Note: Adendum to 73-70-6 on page 74, paragraph 2.

7. EMERGENCY RESOLUTION 73-70-7

WHEREAS, a pavement blow-up occurred in the westbound lane of the 1900 block of St. Joe Center Road; and

WHEREAS, an emergency exists for immediate repair; and

WHEREAS, the Street Engineering Department has received bids from Moellering Construction, Inc. in the amount of $3,275.00; L. W. Dailey, Inc. in the amount of $5,895.00; and John Dehner, Inc. in the amount of $6,682.70.

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists to repair said pavement and requests the Purchasing Department to issue a purchase order to Moellering Construction Co., Inc. in the amount of $3,275.00.

Adopted this date: June 15, 1983.

8. Received the following Sidewalk Applications: — Approved and permits issued.

1140 Lake Ave.	McComb Construction
606 Goshen	DeHaven Construction
606 Goshen	DeHaven Construction
729 Growth	Ken Norr

9.	Received the following petitions for Lighting: Alley light in rear of 2509 Wayne Trace. Alley light in the rear of 1022, 1028, & 1044 Schick St.	Referred to Street Lighting Engineering Department to investigate and report.
10.	Received pay request from Brooks Construction Co., Inc. in the amount of $23,880.36, for Resolution 5942-82 DSR 041857, Flood Damage on Dwenger Avenue.	Approved and ordered City Utilities to pay invoice.
11.	Received pay request from Robert J. Houser in the amount of $374.85 for repair of alley approach on Growth Avenue.	Approved and ordered payment from 3 45 006 BWC P4 431, P.O. 26249.
12.	Received pay request from Robert L. Kelley for inspecting, photographing, writing reports, and appraising vehicles during April, March and May of 1983 for the Abandoned Vehicle program.	Approved and ordered payment.
13.	Received pay request from Bercot, Inc. in the amount of $8,542.60 for Resolution 358-82, Catch Basin & Inlet Repair and Replacement, DSR's 047100, 047101, 047102, & 041999.	Approved and ordered payment from W.O. 79035.
14.	Received contract for the Maplecrest St. Joe Water Tower Rehabilitation, 83-01 with Neumann Company in the amount of $57,500.00.	Approved and ordered sent to Common Council on Tuesday, June 28, 1983.
15.	Received pay request from Bonar & Associates, Inc. in the amount of $28,905.00 for services performed for Agreement dated 11/17/82 for the Berry Street Sewer Abandonment.	Approved and ordered payment.
16.	Received pay request from Bonar & Associates, Inc. in the amount of $25,451.20 for services performed for Agreement dated 6/2/82, 1982 Flood Damage Repairs - Engineering Services.	Approved and ordered payment.
17.	Received pay request from Earth Construction & Engineering, Inc. in the amount of $1,091.72 for Resolution 368-82, Spy Run - Elizabeth, DSR 044897.	Approved and ordered payment of the final billing from P. O. 23747.

18.	Received the following Driveway Applications:	Approved and permits issued.

4901 Salem	Hoffman Construction Co., Inc.
3416 Daleview	John Wickey Construction
7719 Bisque Ct.	Travis Gloyd Construction
537 W. Packard	Dan Cantwell
7428 Kingsway	Ecen B. Building & Reconstruction
3031 S. Monroe	Nathan E. Jones

19.	Received pay request from Weikel Line Co., Inc. in the amount of $7,021.20 for Resolution 168-83, East Central Neighborhood.	Approved and ordered Community Development & Planning to pay invoice.
20.	Received pay request from John Dehner, Inc. in the amount of $23,427.00 for Resolution 367-82, Dwenger Avenue Brick Sewer Repair, DSR 044834, P. O. A23451, W. O. 79044.	Approved and ordered payment by City Utilities.
21.	Received pay request from John Dehner, Inc. in the amount of $49,570.99 for the release of escrow monies for Resolution 367-82, Dwenger Ave. Sewer Repair.	Approved and directed Fort Wayne National Bank to release escrow; Authorization of Payment executed.
22.	Received Change Order #2 for Resolution 5942-82, 1982 Flood Damage on Dwenger Avenue with Brooks Construction Co.; net increase of $5,448.00.	Approved and ordered sent to Common Council on Tuesday, June 28, 1983.
23.	Received pay request from Hipskind Concrete Corp. in the amount of $48,519.36 for Resolution 5965-82, Hoagland/Masterson Phase I.	Approved and ordered payment from fund 1 95 008 HMC 84 431, P.O. 25715 by Community Development & Planning.
24.	Received pay request from Earth Construction and Engineering, Inc. in the amount of $1,150.00 (final payment) for Resolution 72-73-4, DSR 048183 and 048184.	Approved and ordered City Utilities to pay invoice from W.O. 79076.
25.	Received pay request #57 from HNTB in the amount of $31,646.08 for the WPC Plant Expansion, AWT 180774-03.	Approved and ordered City Utilities to make payment as follows: Amount due by check - $26,899.17 Amount due by note - $ 4,746.91
26.	Received pay request #58 from HNTB in the amount of $30,203.36 for the WPC Plant Expansion, AWT 180774-03.	Approved and ordered City Utilities to make payment as follows: Amount due by check - $25,672.86 Amount due by note - $ 4,530.50

27. Received Sewer Construction Permit from R. G. Ebnit for the construction of a sanitary sewer for the Wells Street Commercial Center Extension, construction work will be performed by Richard G. Ebnit.	Approved and permit issued. Board Order #79-83.
28. Received Change Order #7 for the WPC Plant Expansion, AWT 180774-03 from HNTB & Hagerman-Shambaugh; net increase of $21,359.00.	Approved and ordered sent to Common Council on Tuesday, June 28, 1983.
29. Received plat of Covington Bluffs approved and submitted by the City Plan Commission.	Approved.
30. Received invoice for the material from Erie Haven to relocate Street Lighting and Traffic Facilities for the new addition to the Parking Garage on the north side of Jefferson between Calhoun & Clinton St.	Approved and ordered payment.

Meeting adjourned at 11:00 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Attest: Helen V. Gochenour

Helen V. Gochenour, Clerk

THURSDAY, JUNE 16, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Hearing held at 3:30 p.m.

S. A. Bailey, B. R. Collins and H. V. Gochenour, Clerk. — Present.

1. Continued from June 2, 1983, HEARING ON CONFIRMATION: — Confirmed.

   Resolution 166-83 (Amendment #1) Hoagland Avenue from Wildwood to Pontiac St. for installation of ornamental street lighting.

   Time up to receive remonstrance was Monday, June 13, 1983 at 5:00 p.m.

   No remonstrance petition was received.

AMENDMENT TO EMERGENCY RESOLUTION 73-70-6

2. Received report from Street Engineering Department that when the damaged pavement (from the blow-up at 1201 E. Washington Center Road on Emergency Resolution 73-70-6) was removed, an additional internal crack was discovered which will require three more feet of pavement removal than originally estimated. This will increase the purchase order by $550.00. — Approved and ordered Purchase Order issued in the amount of $2,944.00

Meeting adjourned at 3:50 p.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Attest: Helen V. Gochenour

Helen V. Gochenour, Clerk

Monday, June 20, 1983

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting Held at 9:00 a.m.

S. A. Bailey, B. R. Collins, Helen V. Gochenour, Clerk

S. A. Bailey, B. R. Collins, Helen V. Gochenour, Clerk present.

1. Received the following Barricade applications:

Approved and permits issued.

Fort Wayne Museum of Art. 1202 W. Wayne St., 422-6467; May 21, 1983, Rain date May 22, 1983, Wayne Street(Rockhill to Nelson), College (Washington to W. Berry), Rockhill (Washington to W. Berry); Art Museum on the Move Block Party (Farewell to 1202 W. Wayne - Old Museum).

Acme Demo Wrecking Contractors Inc. (Jim Hughes), 1702 Simons, 46803, 426-5173 Thru May 15, 1983, round the clock at 1600 E. Washington Blvd, (Sidewalk Only), Indiana Instute of Technology.
PURPOSE: Entrance of Demolition for two buildings.

Fort Wayne National Bank, (Tom Limbach), 110 W. Berry St., 02, 426-0555, on Sunday October 30, 1983 from 8:00 a.m. to 8:00 p.m. at 100 Block W. Berry between Calhoun and Harrison.
PURPOSE: High School Swing Choir Contest.

Southside High School (Mr. Glen Stebing), 3601 S. Calhoun St., 425-7610, on Friday, May 20, 1983, from 8:15 a.m. for approximately 30 minutes, on Calhoun Street from Darrow to Oakdale and Oakdale from Calhoun to Clinton.
PURPOSE: Annual Ivy Day Cermony for Senior Class.

Ranelle Furniss, 5703 Mason Dr. 46809, 747-0970, on Sunday, June 12, 1983 from 1:00 p.m. to 8:00 p.m. at Mason Drive from Sandpoint Rd. south. Dead end St.
PURPOSE: Annual Block Party.

Black Expo (Bob Hatcher), CETA, 426-4740 Ext. 294, on June 11, 1983 from 6:00 a.m. to 12:00 p.m. at Pontiac Street from Oliver to Hanna.
PURPOSE: For Black Expo Fair and Dance on this Date.

Brooks Construction, (Mr. Brooks) 1123 Barthold Street, 46808, 424-1910, on May 26, 1983 for six weeks, around the clock. Sherborne Boulevard - from the north curb line of State Boulevard to the south curb line of Vance Ave.
PURPOSE: Resurfacing & Restoring pavement.

Germanfest Committee, City of Ft. Wayne, Jim Sack, 423-7431 Or 426-8730, June 9 thru 12, 1983, from 12:01 a.m. June 9 to 11:59 p.m. June 12, 1983 at each end of the Landing.
PURPOSE: Germanfest Celebration.

Home Loan & Savings Association (Mary Gardner), 132 E. Berry St., P.O. Box 989, 422-3502, on Sunday October 23, 1983 from 1:30 p.m. until 2:15 p.m., at Main Street from Harrison St. to Lafayette St. thru the course.
PURPOSE: Home Loan 10,000 Mater Run.

Home Loan and Savings Association (Mary Gardner) 132 E. Berry St. PO Box 989, 422-3502, from 8:00 a.m. Friday Morning - 10-21 to 7:00 a.m., Monday 10-24-83, at Freimann Square from just west of park sidewalk east to Barr St.
PURPOSE: To provide space for tent to be erected fro the Home Loan 10,000 Meter Run on Sunday, October 23rd., 1983.

Laura Rencher, 601 Hayden St., 426-9524, for Saturday May 14, 1983 from 10:30 a.m. to 3:30 p.m. at Alley between Hayden St. & Monroe St.
PURPOSE: First Annual May Day.

Daniel Unverzagt, PO Box 6141, 46896, 745-9969, Friday, May 13 thru Saturday May 14, 1983 from 8:30 a.m. to noon on Saturday. at 5602 S. Harrison - In the Alley.
PURPOSE: Sewer Repair.

Robert Lantz, 1429 Eagle St., 422-7836, on Monday May 16, 1983 and Tuesday May 17, around the clock: Curb lane at 1422 Eagle St.
PURPOSE: Place dumpster for removal of trash.

Miller Davis Co., 100 East Washington , 426-1042, May 16, 1983 thru Nov. 1, 1983, for two hrs. at a time as needed thru above dates. Clinton St. Between Washington & Jefferson, Jefferson - between Calhoun & Clinton, Calhoun - between Jefferson & Washington.
PURPOSE: To block traffic in order to hoist materials to new Civic Center Parking Garage.

Minser Roofing, (Terry Minser), 1232 Ferguson Ave. 483-2837, on May 18, 1983 for 3 hrs. from 8:00 a.m. for 3 hrs. at 806 Hugh St. corner house.
PURPOSE: Dumpster.

Moellering Construction, (Keith Wells), 3400 Engle Rd., PO Box 11168, 747-7505, On Wednesday May 18, 1983 thru June 18, 1983, from 8:00 a.m. to 4:00 p.m. St. Marys from Goshen to State St.: Fourth St. - Franklin To Rumsey: Van Buren - Berry to Jefferson Blvd.: Webster - Lewis St. to Baker St.,: South Washington -North Washington to Hawthorne: Bellavista Blvd. from Old Trail Road to Kimberley Rd.: Fernwood Ave.- From Lower Huntington Rd. to Daleview Ave.,: Daleview Drive.
PURPOSE: Paving Streets.

Herman Korte, 1114 Illsly Dr., 46807, 456-4914, on Monday May 30, 1983 from 3:30 p.m. thru 9:00 p.m., Illsley Dr. from Broadway to Beaver.
PURPOSE: Neighborhood Association Picnic.

CMS Roofing, (Bradley Miller), PO Box 5380, 46895, 489-1520, for May 20, 1983 thru June 20, 1983, from 8:00 a.m. to Noon everyday, on Douglas St. between Calhoun and Harrison.
PURPOSE: Lincoln Life - Repairing Roof.

Jerry Lawson, 3524 Meda Pass, 46809, 747-4509, for July 4, 1983 from 9:00 a/m/ to 3:00 p.m., Indian Village Blvd. between Wawonaissa Trl and Nokomis Rd.
PURPOSE: Block Party.

Toros Motorcycle Club, A.C. Evans, 702 El Lewis St., 46803, 426-8655, May 28th, 1983. from 8:00 a.m. to 9:00 p.m. on Fisher St. between Reed & Winter, Pontiac and Creighton.NO RACING WHAT SO EVER.
PURPOSE: Motorcycle Safety Program & Super Bike Show.

Sharita Washington, 542 E. DeWald St, 46803, 456-4059 for May 27, 1983, Friday, from 9:00 p.m. to 1:00 a.m., the 500 Block of E. DeWald between Hanna & Warsaw.
PURPOSE: Block Party.

Heldenbrand Construction, 1500 Robin Lane, Muncie, In. 47303, 485-8294, Tuesday May 31, 1983 thru June 3, 1983, around the clock. West side of S. Wayne between Beechwood & Home & between Kinsmoor & Packard. South Wayne St. to be closed to thru traf.
PURPOSE: Street Repair.

Heldenbrand Construction, 1500 Robin Lane, Muncie, In, 47303, 485-8295, on Wed. June 1, 1983 thru June 7, 1983, around the clock. 2430 Maumee - North side going East.
PURPOSE: Street Repair.

Heldenbrand Construction , 1500 Robin Lane, Muncie, In, 47303, 485-8295, on Wed. June 1, 1983 thru June 7, 1983 around the clock, at McKinnie between Abbott & Central one lane at a time - E. Bound.
PURPOSE: Street Repair.

Germanfest Committee - Mayor's Office, Jim Sack, 426-8730, from 12:01 a.m. June 6, 1983 - 11:59 P.M. June 14, 1983, at Freimann Square Parking Lot.
PURPOSE: Germanfest Tent.

Shoda Sewer Service, 2014 Colony Dr., 483-1247, from May 31, 1983 to June 3, 1983, 8:00 am, at 136 W. Leith, Alley.
PURPOSE: Repair Sewer.

H. B. Christman Construction Inc., Po Box 13401, 422-4893, June 1, 1983 thru Tuesday June 7, 1983, from 10;30 a.m. to 3:00 p.m., On Jefferson just East of Embassy Theatre, South Lane only.
PURPOSE: To remove sidewalk.

Thomas H. Guin, 2127 Florida Dr., 483-8553, June 2, 1983 thru June 6, 1983, round the clock at 624 Wagner.
PURPOSE: Dumpster, in front of 624 Wagner, Mr. Guin will be responsible for the placing of a lighted barricade during entire period.

Land Excavating, Inc. PO Box 192, LaOtto, In, 46765, 637-3049, on June 7, for three weeks around the clock, at Reidmiller between Hale & Michigan Ave.
PURPOSE: Construction of a storm sewer for Michigan Ave., also requesting No Parking Signs for local residents on Reidmiller.

2.	Award Contract: Received tabulation and recommendation from Street Engineering for Resolution 5984-83, repair of the dikes in the Nebraska Neighborhood Area. (Federal Revenue Sharing)	Award contract to Spears-Dehner, Inc. in the amount of $520,973.20 for Phase I & II subject to Councilmanic approval. Ordered Street Engineering to prepare contract documents.
3.	Award contract: Received tabulation and recommendation from Water Engineering for Resolution 1028-83, Norwood Houser Subdivision Water Main Extension. (Barrett Revolving Fund)	Award contract to Scheidleman Exc. in the amount of $45,824.72 subject to councilmanic approval. Ordered Water Engineering to prepare contract documents.
4.	Award contract: Received tabulation and recommendation from Street Lighting Engineering for Resolution 166-83, Hoagland-Packard-Kinsmoor Area. (Barrett Law)	Award contract to T & F Construction, Co., Inc. in the amount of $22,231.25 subject to councilmanic approval. Ordered Street Lighting Engineering to prepare contract documents.
5.	Award contract: Received tabulation and recommendation from Water Engineering Department for Resolution 1029-83, Columbia Avenue Water Main Extension. (Barrett Revolving Fund)	Award contract to Bercot, Inc, in the amount of $8,706.50 subject to councilmanic approval. Ordered Water Engineering to prepare contract documents.
6.	Award contract: Received tabulation and recommendation from Street Lighting Engineering for Resolution 167-83, Woodhurst Addition. (Barrett Law)	Award contract to T & F Construction in the amount of $113,052.05 subject to councilmanic approval. Ordered Street Lighting Engineering to prepare contract documents.
7.	Received Water and sewage agreements from Indiana & Michigan Electric Co. which covers the electrical service for the minor sewer stations and water and sewer buildings.	Approved and executed. A true copy herein incorporated.
8.	Received pay request from Gibson, Tourney, Kim, Inc. in the amount of $8,976.00 for professional services on the Civic Center Parking Garage Phase II.	Approved and ordered the Department of Finance to pay invoice.
9.	Received pay request from Miller-Davis Company in the amount of $602,652.00 for the Civic Center Parking Garage, Phase II.	Approved and ordered the Department of Finance to pay invoice.
10.	Received report from Street Engineering on petition to replace sidewalk on Maple Place recommending that the curbwalk, drive approaches and possibly some yardwalks, city cost - $3,200.00, Property owner cost - $4,800.00.	Approved and ordered Street Engineering to proceed with surveys and plans; funding will come from the misc. curbs account.

11. Received report from Street Engineering Department on petition for sidewalk on Jessie Avenue recommending 70 L.F. of walk be replaced and a new corner be constructed.

Approved and ordered Street Engineering to proceed with survey and plans; funding will be from misc. curbs account.

12. Received the following requests for barricades.

Approved and permits issued.

Roto Rooter Service, Daniel Unverzagt, 5703 Old Decatur Road, 745-9969 for June 2, 1983 thru June 3, 1983 around the clock at 3134 Broadway - Alley.
PURPOSE: Sewer Repair.

Kingston Park Association, Joan Welch, 4337 Blain Lane, 46815, work # 425-5348, for June 11, 1983 from 3:00 pm to 9:00 pm., at Blair Land, between Mathias & Clarmarnic.
PURPOSE: Block Party.

David Fisher, 1914 Curdes Ave, 46805, phone 484-0258 for Sunday July 10, 1983 from 9:00 a.m. to 10:00 p.m., on Curdes Ave. between Buena Vista Dr. to the East & Lawndale to the West.
PURPOSE: Block Party.

Marilyn Chapman, 1715 Meridian (08), 422-6653,for July 3, 1983 from 6:00 p,m. to 10:00 p.m. at 177 Meridian between Huffman & Putnam.
PURPOSE: Block Party.

John Dehner, Inc. (Roger Carpenter), 1206 Clark St. (08), 422-7577, for June 7, 1983 on Tuesday, round the clock at the Intersection of Cass at Third, until completed.
PURPOSE: Third St. Sewer Project, 72" inck sewer.

Robert Pence, 921 Thieme Dr. (04), 428-4504 on June 18, 1983 from 6:00 p.m. - 12:00 Midnight, the 900 Block of Theime Dr.
PURPOSE: Private Party (Gay & Lesbian Organization, 3rd. Annual).

Harold Hoover, 2302 Kensington, 484-4523, on June 12, 1983 from 1:00 p.m. to 7:00 p.m. at Pemberton - State St. to Forest Ave.
PURPOSE: St. Judes Parrish Festival.

William Archer, (Chairman), 2727 Princeton, 484-1323, on June 11, 1983, from 08:00 hrs. to 20:00 Hrs. at Fourth & Barthold - Spring & Barthold, Fourth & Andrews - Spring & Andrews.
PURPOSE: Parish & School Carnival of Precious Blood.

Peggy Younkman, 4404 Pembroke Lane (07), 745-3474, on June 10, 1983 from 6 p.m. to 11 p.m., each end of Pembroke Lane, Pembroke & Westover - Pembroke & Indiana.
PURPOSE: Block Party.

Shoda Sewer Service, 2014 Colony Dr., 483-1247, on June 8, 9, and 10, 1983 round the clock, in the Alley of 608 W. State.
PURPOSE: EMERGENCY SEWER REPAIR.

Betty Hetrick, 6233 Donna Drive, (19), 747-4508, on Sunday June 26, 1983, from 1:00 pm to 7:00 pm, on Donna Dr. from Interlaken Dr. to Maywood.
PURPOSE: Lakewood Park Community Association Block Party.

Bill Rudig, Shambaugh & Sons, P.O. Box 1287, (01), 484-0741, on Tuesday June 14, 1983, from 8 am to 10 am, 800 S. Calhoun St. Lifting done from Berry St. 2 lanes blocked by Cunningham Optical on Berry St.
PURPOSE: Crane to lift equipment. FIRST FOUR METERS TO BE HOODED ON BERRY BY CUNNINGHAM.

Land Excavating, PO Box 912 LaOtto, 46763, phone 637 3049, for June 14, 1983 for three weeks. Starting at 7 am round the clock, on Michigan Ave., between Reidmiller & Thompson.
PURPOSE: Storm Sewer Res. 387-83.

Gloria Underwood, 2802 Alexander, (06), 441-9853, Sat. June 25, 1983, from 10:00 am to 10:00 pm., at Smith, between Pontiac & McKee.
PURPOSE: NAACP Block Party.

Barricade Permits Continued:

Allen County 4-H Clubs, Inc. (Richard Fritz), 11327 Bethel Rd. (18), 637-6813, on July 24, 1983, from 5:30 p.m. to 7:00 p.m., at (1) Parnell at Coliseum Parking Lot, (2), River Drive at Parnell, (3) Pleasant at both sides of State, (4), Eade at State, (5) Eade at Nettie, (6) Pleasant at Nettie.
PURPOSE: 4 - H Fair Parade.

Shoda Sewer Service, 2014 Colony Dr., 483-1247, on June 15 thru Jun 21, 1983, around the clock, the Alley of 608 W. State Stree.
PURPOSE: Cement alley.

John Dehner, Inc. (Gregg Dehner), 1206 Clark Street, 422-7577 for Tuesday June 21, 1983 for one week, around the clock, on Berry Between Anthony & Hanover.
PURPOASE: Installation of Sewer. Contractor to provide & maintain proper const. signs.

Brooks Construction (Jack Billings), 1123 Barthold, 424-1910, for Friday June 6, 1983 midnight to Sat. June 25, 1983, midnight, for 3 lanes of Clinton and 3 lanes Superior at intersection.
PURPOSE: Tap manhole.

Gregg Borcherding, 4813 Arlington Ave., (07), 745-3782, on June 25, 1983, from 3:00 PM till 9:00 PM, between Pettit and Maple Grove, and Arlington.
PURPOSE: Southwood Park Association Block Party.

Land Excavating. PO Box 192, LaOtto, In 46763, 637-3049, for June 22, 1983 to July 13, 1983, from 7:00 AM for 24 hours. Barricades at Michigan Ave. between Thompson & Nelson.
PURPOSE: Michigan Ave. Storm Sewer Project.

13. Received the following requests for Parade Permits. Approved & Permits issued.

OPERATION BREADBASKET, Rev. Jessie White, Minister, 745-4901, on April 29, 30, and May 2, 1983, The Minority Contractors, from 2:00 p.m. to 6:00 p.m. starting at 1010 E. Pontiac, W. to Lafayette, North on Lafayette to Washington, West to Calhoun, North to Main St. and then to City-County Bldg. and then to Mayors Office.
PURPOSE: Minority Contractors.

MIZPAH SHRINE TEMPLE, Custer Dunifon, 407 W. Berry St. (02), on May 7, 1983, at 1:00 pm until 2:00 pm, starting at Ewing & Berry St, east on Wayne to Calhoun, North to Main, & West to Ewing & South to Berry.
PURPOSE: Ceremonial Parade.

NORTHCREST LITTLE LEAGUE, Richard Burns, 8109 Chaca Peta, (25), on Sat. May 7, 1983, starting at 9:00 a.m. at Wakefield & Rivera, until 9:45 a.m. , route attached to permit paper, terminating at Stony Run & Camden. One Police Escort requested.
PURPOSE: Opening Day of Little League.

FORT WAYNE CHRISTIAN SCHOOL, 1800 Lavers Ave. (05), 424-4523, Zellma M. Grunden, on May 14, 1983, from 7:30 a.m. to 7:00 p.m., starting at 1800 Laverne Ave., also terminating at Lavern Ave. address, going to N. to State, - State to Hobson -, Hobson to Vance,- Vance to Carew-, back to Vance, - onto Anthony, - Anthony to State,- State to Parnell - Parnell to Kenwood - Kenwood to Northside Dr. - Northside Dr. to State - State to Wells - Wells to Putnam - Putnam to Harrison, - Harrison to Main - Main to Runnion - Runnion to Spring - Spring to Sherman - Sherman to Franke Park & Return.
PURPOSE: Walk-A-Thon.

THREE RIVERS STROLLERS,(Ed. Masloob), 4619 Euclid (06), 745-1978, on May 15, 1983 at 1:00 p.m. till 4:00 p.m. from City Utilities Park, following map secured to permit, and back to City Utilities Park.
PURPOSE: National Physical Fitness Walk.

ALLEN COUNTY COUNCIL OF VETERANS ORGANIZATIONS, Louie Bergerm 6123 Downington Dr., on Monday May 30, 1983, starting at 10:00 a.m. at State & Parnell, terminating at Coliseum at 11:15 a.m.. North on Parnell from State. Will need two Street Sweepers.
PURPOSE: Memorial Day.

Parade permits cont.

THREE RIVERS STROLLERS, Ed Masloob, 4619 Euclid, 745-1978, on June 11, 1983, starting time is 9:00 am at Freimann Square, following map attached to permit, and terminating at Freimann Square at 1:00 pm.
PURPOSE:

SIM NELSON, 1001 Berry, for June 10, 1983, starting time 10:00 am at 2215 John St. and terminating at 11:30 am, at 9th floor of City-County Bldg. Route is Hanna to Berry - Berry St. to Calhoun - Calhoun to City-County Bldg., Marching to be on the sidewalk only, due to construction detour.
PURPOSE: Protest March - Claims he can never get in to see the Mayor.

AVALON CIVIC ASSOCIATION, (Jane Eby), 7909 Durban Dr, (15), on June 30, 1983 starting at Miami Middle School at 6:30 pm and terminating at 7:30 at Miami Middle School. Route will be Amherst to Legoma, - Legoma to St. Louis, - St. Louis to Breckenwood, - Breckenwood to Hopewell, - Hopewell to Pine Dale, - Pine Dale to Maplewood to Amherst.
PURPOSE: Childrens bike parade.

NORTH HIGHLANDS CHURCH OF CHRIST, Rev. Kercheval, 1414 Archer Ave., (08), on Sat. June 25, 1983, starting at 11:00 am at North Highlands Church of Christ, until 12:00 pm, back at the church. Route is Archer Ave. to Poinsett to Cherokee Rd. to Hinton Dr. on to Emerson Dr. to North Highlands Blvd. to Melrose to Edith to Archer.
PURPOSE: Vacation Bible School.

INDIAN VILLAGE ASSOCIATION, Jerry Lawson, 3524 Meda Pass, (09), 747-4509, for Monday July 4, 1983, starting at 11:30 am at the Indian Village School Parking Lot, until noon, terminating at Indian Village Blvd. & Nokomis. Route is Indian Village School lot - Right on Wenonah, Left on Ojibway to Nokomis.
PURPOSE: Celebration of the 4th.

PARKS & RECREATION, Clark R. Hamilton, 705 E. State St., on Sunday July 17, 1983, starting at 8:30 a.m. at Main Street front of Court House, and terminating at 10:00 a.m. at Main St. near Freimann Square. Route, Main St. to Clay, Columbia St., St. Joe Blvd., Sallie Ave., Kentucky Ave., Vermont Ave., California Ave., Lake Ave., St. Joe Blvd., Columbia., Delta, Lake Ave., Forest Park Blvd., West Dr., Curdes, East Dr., Forest Park Blvd., Garfield, Columbia St., Delta, Edgewater, Columbia St., Main.
PURPOSE: 10,000 Meter Race.

ALLEN COUNTY 4 -H CLUBS, INC., Richard Frita, 11327 Bethel Rd, (18), on Sunday July 24, 1983, starting st 5:30 p.m. at Parnell and State and terminating at 7:00 p.m. at Coliseum. Route is Parnell Ave. from State to Coliseum Parking lot.
PURPOSE: Opening of 4-H Fair.

HOME LOAN & SAVINGS ASSOC. & FT. WAYNE TRACK CLUB., Mary Gardner,132 E. Berry St., 422-3502, on Sunday October 23, 1983, starting at 2:00 p.m., at Main St. in front of Court House and terminating at 3:30 p.m. at Main St. near Freiman Square. Route is Main St., Clay, Columbia St. St. Joe Blvd., Sallie Ave., Kentucky Ave., Vermont, California Ave., Lake Ave., St. Joe Blvd., Columbia St., Delta, Lake Ave., Forest Park Blvd., West Dr., Curdes, East Dr., Forest Park Blvd., Garfield, Columbia St. Delta, Edgewater, Columbia St., Main St.
PURPOSE: HOME LOAN 10,000 Meter Race.

Meeting of 6-20-83 adjourned at 11:00 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Attest: Helen V. Gochenour
Helen V. Gochenour, Cler,

WEDNESDAY, JUNE 22, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, and H. V. Gochenour, Clerk. — Present.

1. Received Amendment to Resolution 5985-83, Lafayette Street Corridor, including the Street Lighting portion of the project.

   Approved and adopted.

   A true copy herein incorporated.

2. Receive Bids:

   Award contract on Friday, June 24, 1983.

   Resolution 5985-83, Lafayette Street Corridor, from Pontiac to R. R. overpass, improvement to sidewalk, curb, drainage and widening where needed.

Dailey Asphalt	$224,114.95
John Dehner, Inc.	$220,141.30
Gaines Construction	$207,435.30
Moellering Construction	$182,175.93
Reith-Riley Construction	$207,582.25
Wayne Asphalt	$201,051.88
Engineer's Estimate	$192,515.30

3. Received the following Sidewalk Applications:

   Approved and permits issued.

3125 Thompson	Gerald Baker
3129 Thompson	Gerald Baker
2710 Broadway	Kirk Scheeler
3353 Garland	Graber & Graber
2108 Lynn	Emil Holiday
3320 Plaza	Shroyer Concrete

4. Received the following Driveway Applications:

   Approved and permits issued.

5821 Countess	Harry W. Bean
3353 Garland	Graber & Graber
346 Dalgren	MAC Construction

5. Received the following petition for Street Lighting:

   Referred to Street Lighting Engineering to investigate and report.

   Street Light in the middle of the 4000 block of Hoagland Avenue.

   Alley light on pole A505 884 in the 4000 block between Hoagland and Buell.

   Street Lighting and Alley lighting in area bounded by Drexel, Abbott, Eckart, and Alexander.

6.	Received petition for restoring the curbing in the 1800, 1900, and 2000 block of Lynn Avenue.	Referred to Street Engineering Department to investigate and report on the curbing petition and also on the resurfacing of the street. Board Order #81-83.
7.	Received petition for sidewalk repair in front of 621 & 623 Sturgis St.	Referred to Street Engineering Department to investigate and report. Board Order 82-83.
8.	Received petition for curb and walkway in front of 2109 California Ave.	Referred to Street Engineering Department to investigate and report. Board Order 83-83.
9.	Received petition for sidewalk repair on the southeast corner of South Wayne and W. Rudisill Blvd.	Referred to Street Engineeirng Department to investigate and report. Board Order 84-83.
10.	Received Resolution 176-83, Harvester Street Lights, installation of standard street lighting within the Harvester Neighborhood Areas bounded by New Haven Avenue, Pontiac Street, Coliseum Blvd. South and Birchwood Avenue. (City Paid)	Approved and adopted. A true copy herein incorporated.
11.	Received pay request from Rieth-Riley in the amount of $51,672.93 for Resolution 5933-82, Hanna Creighton, Phase VI.	Approved and ordered CD&P to pay invoice from 1 95 008 HCC 74 431, P. O. 18782.
12.	Received pay request from Brooks Construction Co. in the amount of $52,654.30 for Resolution 5948-82, Resurfacing in the 6th Councilmanic District.	Approved and ordered payment from 3 95 006 594-84 431, P.O. 20317.
13.	Received pay request from Bonar & Associates for professional services from 2/14/83 thru 6/5/83 on the Flood Disaster Agreement of 3/16/82.	Approved and ordered payment by City Utilities.
14.	Received pay request from L. W. Dailey, Inc. in the amount of $21,162.69 for Resolution 5975-83, Hamilton Park Phase II.	Approved and ordered CD&P to make payment.
15.	Received pay rquest from John Dehner, Inc. in the amount of $31,865.77 for Resolution 5950-82, State Blvd., Clinton to Parnell.	Approved and ordered payment from 1 38 972 002 34 431, P.O. 20325.
16.	Received pay request from Richard I. Snouffer in the amount of $60.00 for professional services on the North Maumee Study Area project.	Approved and ordered City Utilities to make payment from W. O. 79023.

17.	Received pay request from Hagerman-Shambaugh in the amount of $10,000.00 for Contract 77-W-2, Water Works Improvements at the Filtration Plant.	Approved and "Authorization for Payment" executed.
18,	Received pay request from John Dehner, Inc. in the amount of $5,039.36 on Resolution 375-82, Group 6C.	Approved and ordered City Utilities to pay invoice.
19.	Received Resolution 389-83, Sewer Point Repair Project, Phases I, II, III, in accordance with DSR's 047086, 044828, and 047077.	Approved and adopted. A true copy herein incorporated. Board Order #80-83 Advertise Notice to Contractors on June 24 & July 1, 1983. Receive bids on Wednesday, July 13, 1983 at 9:00 a.m. Ordered WPC Engineering to prepare bid documents.
20.	Received Resolution 5986-83, Cloverbrook Drive Pavement Repair between Mono Gene Drive and Heritage Drive. (Revenue Sharing Funds)	Approved and adopted. A true copy herein incorporated. Advertise Notice to Contractors on July 1 & 8, 1983. Receive Bids on Wednesday, July 20, 1983 at 9:00 a.m. Ordered Street Engineering Department to prepare bid documents.
21.	Received recommendation from WPC Engineering that the property owners along the east side of Neuhaus Drive be allowed to connect to the Neuhaus sanitary sewer with the standard $2,000.00 plus $35.00 permit fee.	Approved.
22.	Received Water contract 83-XP-1, Leo Road Water Main Extension with Scheidleman Excavating, Inc. in the amount of $44,285.58 along with the performance bond.	Approved and executed. Ordered sent to Common Council on Tuesday July 12, 1983.
23.	Received report from Street Engineering Department on B.O. 102-81, a petition for a sidewalk at 4122 Indian Hills that this work will be covered under B. O. 3-79.	Approved. Ordered B. O. 102-81 be rescinded.
24.	Received Sewer Reimbursement for 7922 S. Hanna St. in the amount of $492.47 from Thomas J. and Cynthia J. Shank to Fort Wayne Community Schools Building Corporation per Sewer Agreement #(Res. 214).	Approved.

25.	Received Sewer Reimbursement for 2108 W. Washington Center Road in the amount of $3,987.97 from Ray Pelz for Northwest Washington Group per Sewer Agreement #122-81.	Approved.
26.	Received report from Street Engineering on B. O. 51-83, a petition for widening street, asphalting and curbs installed on Euclid from Rudisill to McKinnie, that the engineer's estimate on the improvement would be $242,800.00, of this cost $60,700.00 would be the city's share, this total includes a completely new street with curbing and sidewalks.	Advised Street Engineering to contact the Citizen's Participation Office regarding the petition. Also advised them that funds would not be available til 1984.
27.	Received report from Street Engineering Department on B.O. 74-83, petition for curb replacement at 3329 E. State, that the curb is not hazardous, the problem is in appearance only and recommend nothing be done. Also, reported that the bus stop sign should be removed, since there are two at the corner.	Approved and ordered nothing be done on the curb repair. Ordered the Sign Shop to remove one of the bus stop signs.
28.	Received street cut applications	Approved and permit issued.

3932 S. Anthony Blvd.	C.U.
7325 S. Anthony Blvd.	"
3134 Broadway	Roto Rooter
5811 Coldwater	Robt. L. Vananda
219 S. Cornell Circle	C.U.
4th (N. of 1441 Wells)	NIPSCO
3429 S. Harrison St.	"
1002 Larch Lane	"
626 Lawton Pl.	C.U.
1012 Liberty St.	NIPSCO
6032 Millhollow Lane	"
1227 Nuttman Ave.	"
5425 Planeview	C.U.
5615 Plaza Dr.	NIPSCO
3503 Rodger	Golden Rule Sewer Service
608 W. State St.	Shoda Sewer Service
1428 Taylor	C.U.
2531 Warsaw St.	NIPSCO
3109 Warsaw	C.U.
3637 W. Wash. Ctr. Rd.	"
2616 Waynewood	"
1831 Wheeler St.	"
4519 Winter St.	NIPSCO

Emergency Cuts

2947 Bowser	NIPSCO
Baker St. (150' W. of Calhoun)	"
1905 Colonial	"
1302 Franklin	"
3439 S. Harrison	"
1731 High	"
2404 John	"
4118 Leesburg	"

Street cuts Issued - cont.

Approved and permits issued.

1012 Liberty	NIPSCO
4620 Lima Rd.	"
6032 Millhollow	"
1227 Nuttman	"
1519 Oakland	"
4519 Winter	"

29. Received report from Street Engineering on B. O. 66-83, petition for removal of deteriorated rolled curbs and replacement of the deteriorated aprons with new concrete extensions at 4603 Barrington Drive, that the curb at the above address was chiseled off some time in the last few years, the damage must have been done by the property owner. Street Engineering recommends that the property owner obtains the necessary permits and replace curb at his own expense.

Approved and ordered Street Engineering inform property owner.

30. Received contract for Resolution 5970-83, Group 2 of the 1983 Asphalt Resurfacing with Moellering Construction Co., Inc. along with their bond.

Approved and ordered sent to Common Council on Tuesday, July 14, 1983.

RECONVENED AT 4:30 p.m.

31. EMERGENCY RESOLUTION 73-85-31

WHEREAS, a pavement blow-up occurred in the southbound lane of the 6590 block of North Clinton Street in the vicinity of Washington Square; and

WHEREAS, Street Engineering Department determined an Emergency existed for immediate barricading and repair to protect the safety and welfare of motorists; and

WHEREAS, an Emergency Purchase Order No. 27152 was issued by the Purchasing Department to Three Rivers Barricade & Equipment Co. for barricades; and

WHEREAS, Street Engineering received bids from Moellering Construction Co., Inc. in the amount of $3,690.50; John Dehner, Inc. in the amount of $3,772.70; and L. W. Dailey, Inc. in the amount of $4,021.00.

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists to repair said pavement and requests the Purchasing Department to issue a purchase order to Moellering Construction Co., Inc. for the lowest bid in the amount of $3,690.50.

Adopted this date: June 22, 1983.

Meeting adjourned at 4:45 p.m.

Attest: Helen V. Gochenour
Helen V. Gochenour, Clerk

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

THURSDAY, JUNE 23, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Hearing held at 3:30 p.m.

S. A. Bailey, B. R. Collins, and
H. V. Gochenour, Clerk. — Present.

1. Continued from June 9, 1983 — Confirmed.
HEARING ON CONFIRMATION

Resolution 5956-82, Curbs, sidewalks, and new ornamental lighting system on Oakdale Drive from Fairfield to Hoagland.

Time up to receive remonstrances was June 20, 1983 at 5:00 p.m.

No remonstrance petitions were received.

2. Continued from June 9, 1983 — Confirmed.
HEARING ON CONFIRMATION

Resolution 5957-83, Curbface walk and new ornamental lighting system on Violet Court from Fairfield to Hoagland.

Time up to receive remonstrances was June 20, 1983 at 5:00 p.m.

No remonstrance petitions were received.

Hearing adjourned at 3:45 P.M.

Stephen A. Bailey
Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Attest: Helen V. Gochenour
Helen V. Gochenour, Clerk

FRIDAY, JUNE 24, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, and H. V. Gochenour, Clerk.

Present

1. AWARD CONTRACT

Resolution 5985-83, Lafayette Street Corridor Improvement, received tabulation and recommendation from Street Engineering. (L.R.&S. and Federal Funds)

Award contract to Moellering Construction Co. at and for their bid in the amount of $182,175.93 subject to councilmanic approval.

Meeting adjourned at 9:15 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Attest: Helen V. Gochenour

Helen V. Gochenour, Clerk

WEDNESDAY, JUNE 29, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, and
H. V. Gochenour, Clerk.

Present

1. RECEIVE BIDS:
Resolution 371-82
Pump Station Elimination/Interconnect Project, Phase I, I-A, II, II-A, II-B & III

Award Contract on Wednesday, July 6, 1983 at 9:00 a.m.

Bercot, Inc.	5,670.00
	5,750.00
	5,775.00
	52,210.00
	37,695.00
	22,845.00
John Dehner, In.	5,700.00
	5,900.00
	6,000.00
	54,000.00
	40,000.00
	23,000.00
Earth Construction	3,100.00
	2,500.00
	2,300.00
	22,100.00
	16,350.00
	13,700.00
Scheidleman Exc.	7,628.00
	6,820.00
	5,190.00
	42,450.00
	25,602.00
	21,230.00
T-G Exc.	5,401.00
	2,490.00
	3,920.00
	29,368.00
	22,647.00
	14,547.00
Engineer's Estimate	7,500.00
	2,500.00
	7,000.00
	39,425.00
	28,970.00
	18,000.00

2. RECEIVE BIDS
Resolution 5980-83
Curbs, sidewalks, misc. storm sewers, & Light conduit on Pontiac St.
(John to Oliver)

Award Contract on Friday, July 1, 1983 at 9:00 a.m.

Huegenard/Schenkel	$111,235.00 15,681.25
Rieth-Riley	112,374.50 19,300.25
Engineer's Estimate	114,627.50 18,692.50

3. Received the following Sidewalk Applications:

Approved and permits issued.

1347 Huestis	S&S Home Improvement
2918 Calif. Ave.	Janice Rowold
500 W. Main	Bob Houser
4902 S. Webster	Henry Gaines Constr.
4406 Gaywood	Bob Houser
2219 Broadway	Bob Houser

4. Received the following Driveway Applications:

Approved and permits issued.

2215 Wawonaissa Trail	Victor Wagler Constr.
5814 Countess Dr.	Harry W. Bean
318 W. Superior	Construction, Inc.
505 Calhoun	Brooks Constr. Co.
505 Calhoun	Brooks Constr. Co.
1508 Calhoun	Brooks Constr. Co.
1508 Calhoun St.	Brooks Constr. Co.
2631 Barnhart Ave.	Dale Goon

5. Received the following petition for Sidewalks:

Referred to Street Engineering investigate and report.

Repair of sidewalk in front of 1838 Huffman Blvd.

Board Order 85-83 issued

Repair of sidewalk at 1302 Wabash Ave.

Board Order 83-83 issued

6. Received pay request from Gaines Constr. in the amount of $22,963.50 for Resolution No. 5961-82, East Central VIII, Phase I

Approved and ordered CD&P for payment

7. Received pay request from Hipskind Concrete Corp in the amount of $2,203.69 for Resolution 5946-82 West Central Nei. Phase VII

Approved and ordered CD&P for payment

8. Received pay request from Hipskind Concrete in the amount of $6,472.79 for Resolution No. 5965-82, Hoagland/Masterson Neighborhood, Phase I

Approved and ordered CD&P for payment

9. Received pay request from Hipskind Concrete in the amount of $2,005.55 for Resolution No. 5965-82, Hoagland/Masterson Neighborhood, Phase I

Approved and ordered CD&P for payment

10.	Received pay request from Dailey Asphalt Products Co. in the amount of $23,438.52 for Resolution No. 5951-82, Resurfacing 1st Councilmanic District (Bond)	Approved and ordered payment from 3 95 006 595 14 431, P.O. A-20319
11.	Received pay request from Wayne Asphalt & Constr. Co., in the amount of $27,257.27 for Resolution No. 5945-82, Resurfacing (Pontiac, Wayne Trace, etc)	Approved and ordered payment from 1 38 972 003 24 431, P.O. A-19465
12.	Received pay request from Wayne Asphalt in the amount of $4,116.63 for Resolution No. 5953-82 - Resurfacing 2nd & 4th District (Bond)	Approved and ordered payment from 3 95 006 595 34 431, P.O. A-20316
13.	Received pay request from Wayne Asphalt Constr. Co. in the amount of $13,347.40 for Resolution No. 5944-82, 1982 Resurfacing (Lindenwood, Portage, etc)	Approved and ordered payment from 1 38 972 003 14 431, P.O. A-19606
14.	Received pay request from Wayne Asphalt Construction Co., in the amount of $22,779.88 for Resolution No. 5949-82 1982 Resurfacing 5th Councilmanic Dist.	Approved and ordered payment from 3 95 006 594 94 431, P.O. A 20320
15.	Received pay request from Clyde E. Williams & Associates in the amount of $3,091.84 for Project HES-MG-HHS-200-9 (1) Construction Engineering Coliseum Blvd, Signal Interconnect	Approved and ordered payment from L.R.&S Acct. #13897200114431
16.	Received Street Contract from L.W. Dailey, Inc., Resolution No. 5976-83 Hanna-Creighton VIII, Phase II, in the amount of $98,661.25 with bond.	Approved and order sent to Common Council on Tuesday, July 12, 1983.
17.	Received Contract from L. W. Dailey, Inc., Resolution No. 5975-83 Hamilton Park Neighborhood, Phase II in the amount of $72,076.90 with bonds.	Approved and order sent to Common Council on Tuesday, July 12, 1983.
18.	Received Contract from L. W. Dailey, Inc., Resolution No. 5972-83 Poplar Neighborhood, Phase II, in the amount of $67,001.25 with bonds.	Approved and order sent to Common Council on Tuesday, July 12, 1983.
19.	Received Notice of Water Main Extension Contract No. 83-03, Lima Road.	Approved. Order sent to Water Engineer to be recorded. A true copy is herein incorporated.
20.	Received Street Lighting Resolution No. 177-83, Wells Street, for ornamental street lighting.	Approved and adopted. A true copy is herein incorporated. Advertise Notice to Contractors on July 8 & 15, 1983. Receive Bids on Wednesday, July 27, 1983 at 9:00 a.m. Ordered Street Light Engineering to prepare bid documents.

21.	Received Street Lighting Resolution No. 173-83, Hamilton Park, N.S.A. for lighting.	Approved and adopted. A true copy is herein incorporated. Receive Bids on Wednesday, July 27, 1983 at 9:00 a.m. Advertise Notice to Contractors on July 8 & 15, 1983. Ordered Street Light Engineering to prepare bid documents.
22.	Received Street Lighting Resolution No. 174-83, Hoagland-Masterson N.S.A. for lighting.	Approved and adopted. A true copy is herein incorporated Receive Bids on Wednesday, July 27, 1983 at 9:00 a.m. Advertise Notice to Contractors on July 8 & 15, 1983. Ordered Street Light Engineering to prepare bid documents.
23.	Received Street Lighting Resolution No. 175-83, Poplar N.S.A. for lighting.	Approved and adopted. A true copy is herein incorporated. Advertise Notice to Contractors on July 8 & 15, 1983 Receive Bids on Wednesday, July 27, 1983 at 9:00 a.m. Ordered Street Light Engineering to prepare bid documents.
24.	Received Change Order No. 1 for Resolution No. 5950-82, State Street Improvement (Clinton to Parnell) with John Dehner, Inc.; Net increase $16,065.07	Approved. Order sent to Common Council, Tuesday July 12, 1983.
25.	Received Contract from Bonar & Assoc. for engineering services for Water Storage Reservoir & Pumping Facility-Cook Road in the amount of not to exceed $111,000	Approved. Order sent to Common Council, Tuesday July 12, 1983.
26.	Received Release of Easement request from WPC Engr. for Joseph & Audrey Close, Block A Enterprise Center, Section 1	Approved. Order sent to WPC for recording. Copy herein incorporated.
27.	Received Contract from Gaines Construction Company, Inc. for Resolution No. 5954-82, Kensington Blvd., in the amount of $44,165.00 with bonds.	Approved and order sent to Common Council on Tuesday, July 12, 1983.

28. Received Street Improvement Resolution No. 5987-83, Rudisill Blvd. Resurfacing (Harrison to South Wayne Ave).	Approved and adopted. A true copy is herein incorporated. Advertise Notice to Contractors on July 8 & 15, 1983. Receive Bids on Wednesday, July 27, 1983 at 9:00 a.m. Ordered Street Engineering to prepare bid documents.
29. AWARD CONTRACT	
Received tabulation and recommendation on Resolution No. 386-83, Div. II. Berry Street Sewer Replacement & Interconnection Project for Phases I & II, prepared by Bonar & Associates; funded by Sewer Utility Fund.	AWARDED TO Midwest Mole, Inc. for a total of $200,300; (Phase I for $80,000 previously awarded) and subsequently we have authorized total payment to contractor of $211,860. ($80,000 Phase I & $131,860 Phase II) because payment to contractor for Phase II is deferred until 1984.

Meeting of June 29, 1983 adjourned at 10:15 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Attest: Helen V. Gochenour
Helen V. Gochenour, Clerk

THURSDAY, JUNE 29, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Hearing held at 3:30 pm

S. A. Bailey, B. R. Collins, H. V. Gochenour, Clerk	Present

1. HEARING ON CONFIRMATION

Street Improvement Resolution No. 5969-83 - Ellen Avenue with pavement & curb repair from the east property line of Lakeview Drive to the West property line of Sprunger Ave.	Continued to Thursday July 14, 1983 3:30 p.m. Time up to receive remonstrances Monday, July 11, 1983 at 5:00 p.m.

Meeting of June 30, 1983 adjourned at 4:30 p.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Attest: Helen V. Gochenour
Helen V. Gochenour, Clerk

FRIDAY, JULY 1, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins and H. V. Gochenour, Clerk	Present
1. AWARD CONTRACT Received tabulation and recommendation prepared by Street Engineering Department for Resolution #5980-83, Pontiac Renaissance, Phase II, construction of capital improvements on Pontiac Street from John to Oliver (CD&P)	AWARD CONTRACT TO Huegenard/Schenkel in the amount of $126,916.25, subject to councilmanic approval. Ordered Street Engineering Department to prepare contract documents.
2. Pay request from John Dehner, Inc. Resolution No. 367-82, Dwenger Ave., in the amount of $1,436.78 for interest due on retainage.	Approved and ordered payment from City Utilities Accounting on July 1, 1983. W.O. 79044, P.O. A23451
3. Bonar Contract for engineering services for repairs to Traffic Engineering Maintenance Building, estimate of cost is $4,000.00	Approved by Board of Works on Friday, July 1, 1983
4. Received the following barricade requests.	Approved

a) Fort Wayne Jaycees, 1405 Broadway, 1405 Broadway, Ft. Wayne, to barricade Court Street between Court Street between Main & Berry from 12:00 a.m to 5:00 p.m. on July 16, 1983.
Purpose: To hold First Annual Big Wheel Race.

b) Three Rivers Festival, 2211 S. Calhoun, to barricade East & West entrances of Freimann Parking Lot on 6:00 a.m. July 9 thru July 17, 1983 for 24 hours.
Purpose: Three Rivers Festival

c) American Red Cross, P. O. Box 5025, on July 9 thru July 17, 1983, to hood meters 109 thru 112 on City-County Plaza, around the clock.
Purpose: First Aid Station during Three Rivers Festival

d) Three Rivers, 2211 S. Calhoun, to barricade East & West entrances of City-County Bldg. Parking Lot Plaza, on Saturday July 9 through July 17, 1983 Sunday, from 5:00 p.m. to Midnight each day.
Purpose: Bandstand and concerts.

e) Tri-Kappa, 4410 Pembroke Lane, to hood meters 67 & 68 in City County Lot on July 9, thru July 18, 1983, at all times.
Purpose: Three Rivers Concession Stand Trailer

f) Three Rivers Festival, 2211 S. Calhoun St., to block the parking area under the elevation between Harrison & Calhoun, from 6:00 p.m. Friday July 8 thru July 10, 1983, at all times.
Purpose: Flea Market

g) Department of Animal Control, 225 Dwenger, to hood meters #106 & 107 on the City-County Plaza, on July 9 thru July 17, 1983, around the clock.
Purpose: To place animal control van

h) Mizpah Temple Shrine, 2211 S. Calhoun, on Friday July 15, 1983 from 8:15 p.m. to 9:00 p.m.
Purpose: Parade for Three Rivers Festival Event

i) Three Rivers Festival, 2211 S. Calhoun, to barricade Barr Street & Superior Street Parking Lot, from 6:00 a.m. Thursday July 7, 1983 thru July 17 Sunday, at all times.
Purpose: Three Rivers Festival Concessions Stands

j) Three Rivers Festival, 2211 S. Calhoun, to hood 6 parking spaces on south side of Freimann Sq. Parking Lot, from July 7 thru July 17, 1983, at all times.
Purpose: Place Beer Tent Trailer

k) Perfection Biscuit, 350 Pearl St., to barricade Old Ewing Rd. from Pearl St. to North Terminus, on July 9 to July 18, 1983, from 8:00 a.m. to 12:00 midnight.
Purpose: Keep pedestrians safe while trucks are running to and from business during the Three Rivers Festival

l) Parks & Recreation Department, 705 E. State, to barricade at the 12 locations indicated on the map, on Saturday July 16, 1983, from 8:30 to 12:30 pm.
Purpose: Children's Parade

m) Three Rivers Festival, 2211 S. Calhoun, to barricade Calhoun from Wayne to Columbia; Harrison from Wayne to Columbia; Main from Clinton to Webster; Berry from Clinton to Webster; on Sunday, July 17, 1983 (Raindate Monday July 18, 1983, from 6:00 p.m. to 10:30 p.m.
Purpose: Three Rivers Fireworks

n) Three Rivers Festival, 2211 S. Calhoun Street, to barricade Calhoun between Main & Berry on Sunday, July 10, 1983, from 9:00 a.m. to 9:00 p.m.
Purpose: Waterbed Slide Contest

o) Three Rivers Festival, 2211 S. Calhoun, to barricade Calhoun from Berry to Columbia and Main from Clinton to Harrison, on Friday, July 15, 1983 from 6:30 p.m. to 8:00 p.m.
Purpose: MIZPAH Shrine Foot Patrol Performance

p) WMEE & WQHK, 2915 Maples Rd., to barricade Lake at Tecumseh; Clay at Main; East end of Columbia St. Bridge; Tennessee Bridge both ends; Turner's Drive at Parnell; Appleseed Drive at Parnell; Baals from Parnell to Coliseum; Edgewater at Tecumseh; St. Joe Blvd. at Tennessee; Lafort at Columbia; Loree at Columbia; Oneida at Columbia; on July 10, 1983 Sunday at 1:00 p.m. to 6:00 p.m.
Purpose: Raft Race

q) Three Rivers Festival, 2211 S. Calhoun, to barricade Calhoun & Superior; Calhoun & Clinton; Clair at Harrison; on Saturday, July 9, 1983 at 1:00 p.m. to 4:00 p.m.
Purpose: WMEE Show us Your Tan Contest

r) Jeanette Bergman, 1022 Walter, to barricade Winter between Creighton & Fisher Hurd between Reed & Lillie, on June 25, 1983 Saturday, from 6:00 pm to 2:00 am.
Purpose: Festival for St. Mary's Lodge

s) Auburn Home Improvement, Phone 238-4762, to barricade Dewald-Broadway to Fox; Fox - Creighton to Poplar; on June 24 to July 7, 1983, from 8:00 am to 5:00 pm.
Purpose: Tree removal - only one block at a time

t) Land Excavating, P. O. 192, LaOtto, IN 46763, to barricade Nelson Street between Michigan and Leland, on June 29, three weeks 7:00 a.m, around the clock.
Purpose: Michigan Ave. Storm Sewer Project

u) Sharita Washington, 524 E. DeWald, to barricade 2300 Warsaw between Creighton & Tabor on July 2, 1983 from 10:00 am to 3:00 pm.
Purpose: Block Party

v) Moellering Construction, 3400 Engle Rd., Fort Wayne, IN 46809, to barricade Fairfield & Main, from June 29,'83, 2 weeks, around the clock.
Purpose: Replace Catch Basins

5. Received the following requests for Parade permits: Approved

a) Fort Wayne Parks & Recreation Department - WFFT - TV 55, 705 E. State, on Saturday, July 16, 1983 at 10:00 am to 12:30 pm, starting at Corner of Main & Ewing to Superior & Calhoun.
Purpose: Three Rivers Festival Children's Parade

b) Mizpah Temple Shrine, 2211 S. Calhoun, 46804, on Friday July 15, 1983, at 8:30 pm to 9:45 p.m., starting at West Wayne at Van Buren to Main at Fairfield.
Purpose: Three Rivers Festival Event

c) Three Rivers Festival, 2211 S. Calhoun Street, on Saturday July 9, 1983, starting at Wayne at Thieme Drive to Calhoun & Superior, at 9:00 a.m. to 12:00 noon.
Purpose: Opening Day of Festival

d) Fort Wayne Street Rod Association, P. O. Box 11561, at 5:00 p.m. to 6:30 p.m., starting at Johnny Appleseed Park- Parnell to St. Joe to Main to Calhoun to Rudisill to Anthony to St. Joe River Dr. to Parnell, back to Park.
Purpose: Tom Henemeyer Memorial Cruise

Meeting of Friday, July 1, 1983 adjourned at 9:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Attest: Helen V. Gochenour
Helen V. Gochenour, Clerk

WEDNESDAY, JULY 6, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, and
H. V. Gochenour, Clerk

Present

1. RECEIVE BIDS:
Resolution #5956-82
Curbs & sidewalks on Oakdale

Award Contract on Friday, July 8, 1983 at 9:00 a.m.

Huguenard-Schenkel	$31,513.20
L. W. Dailey, Inc.	32,215.30
Rieth-Riley	33,496.40
Engineer's Est.	34,066.50

2. RECEIVE BIDS:
Resolution #5957-82
Curbface on Violet Court

Award Contract on Friday, July 8, 1983 at 9:00 a.m.

Huguenard-Schenkel	$36,290.80
L. W. Dailey, Inc.	37,490.00
Rieth-Riley	34,914.55
Engineer's Est.	34,433.75

3. Received the following petitions:

Approved.
Referred to Street Engineering to investigate and report.

Curbs/Resurfacing
New curbs be installed from Crescent Avenue East to Florida Drive.

B. O. 88-83 issued

Resurfacing of West Concord

B. O. 89-83 issued

Street Lighting
Two street lights on the 1700 block of Edgewater Avenue.

Referred to Street Light Engineering to investigate and report.

Alley light behind 2818 Gay Street.

Referred to Street Light Engineering to investigate and report.

Street lights & alley lights at Oliver & Smith.

Referred to Street Light Engineering to investigate and report.

4. Received the following Sidewalk permits: 2309 Sherborne from Don Till, Contractor 2813 Knights Bridge from Colonial Homes, Contractor	Approved and permit issued.
5. Received the following Driveway Applications: 1430 Michigan Avenue — Lakeside Constr. 200 Blk. Reed Road — Dailey Asphalt	Approved and permits issued.
6. Received Street Engineering Resolution No. 5988-83, Asphalt Resurfacing, Fairfield, River Forest Dr. and Hessen Cassell Rd.	Approved and adopted. A true copy is herein incorporated. Advertise Notice to Contractors on July 15 & 22, 1983. Receive Bids on Wednesday, August 3, 1983 at 9:00 a.m. Ordered Street Engineering to prepare bid documents.
7. Received Street Engineering Resolution No. 5974-83 Penn-Central R.R. Bridges on Lafayette St. between Brackenridge & Murray Streets.	Approved and adopted. A true copy is herein incorporated. Advertise Notice to Contractors on July 15 & 22, 1983. Receive Bids on Wednesday, August 3, 1983 at 9:00 a.m. Ordered Street Engineering to prepare bid documents.
8. Received pay request from National Serv-All in the amount of $7,959.62, Resolution No. 5960-82, Memorial Park Neighborhood Improvement.	Approved and ordered CD&P for payment.
9. Received pay request from National Serv-All in the amount of $25,593.97 Resolution No. 5964-82, Poplar Neighborhood, Phase I.	Approved and ordered CD&P for payment.
10. Received pay request from Dailey Asphalt Products Co. in the amount of $65,865.10, Resolution No. 5951-82 Resurfacing 1st Councilmatic District.	Approved and ordered payment from 3 95 006 595 14 431, P.O. A-20319

11.	Received pay request from Dailey Asphalt Products Co., Inc., in the amount of $549.00, Resolution No. 5947-82, Resurfacing Coldwater, St. Joe, etc.	Approved and ordered payment from 1 38 972 003 44 431, P. O. #A-19585
12.	Received pay request from TOMCO Construction Co., Inc. in the amount of $13,853.27, Resolution No. 5967-83, Greater McMillen & Pontiac Place, Phase I.	Approved and ordered payment from CD&P
13.	Received pay request from John Dehner, Inc. in the amount of $16,120.89, Resolution No. 5950-82, State St. Improvement (Clinton to Parnell).	Approved and ordered payment from 1 38 972 002 34 431, P.O. #A-20325
14.	Received pay request from Dailey Asphalt Products Co. in the amount of $38,247.00, Resolution No. 5971-83, Resurfacing Group #3.	Approved and ordered payment from 1 38 972 003 84 431, P.O. A-26322
15.	Received pay request from Dailey Asphalt Products Co. in the amount of $23,477.58, Resolution No. 5958-82, Resurfacing (Bond Issue).	Approved and ordered payment from 3 95 006 595 84 431, P.O. A-21744
16.	Received pay request from Dailey Asphalt Products Co. in the amount of $44,948.75, Resolution No. 5958, 1982 Resurfacing (Bond Issue).	Approved and ordered payment from 3 95 006 595 84 431, P.O. A-21744
17.	Received pay request from Scheidleman Excavating, Inc., in the amount of $13,961.55, Resolution 377-82, Leo Rd.-Clinton Park Drive Sanitary Sewer Ext.	Approved and ordered payment from Accounting Department.
18.	Received pay request from Hipskind Concrete Corp. in the amount of $24,750.00, Resolution No. 5973-83, Hoagland/Masterson, Phase II.	Approved and ordered payment from CD&P
19.	Received pay request from Yoder & Yoder in the amount of $42,849.07, Resolution No. 5966-83, Oxford/Hanna-Creighton, Phase VII.	Approved and ordered payment from CD&P
20.	Received pay request from Moellering Construction Co., Inc., in the amount of $34,546.09, Resolution No. 5970-83, Asphalt Resurfacing Group #2.	Approved & ordered payment from 138 972 003 74 431, P.O. #A-26321

21. Received the following Street Cut Applications:

Approved & permits issued.

3627 Abbott St.	NIPSCO
N.W. Corner Baker & Harrison	Brooks Constr. Co.
6404 Beaty Avenue	C.U.
472' -Inland Trail, 300' Rapidsway, 262' along Bedrock Ct.	NIPSCO
2538 Bowser Ave.	C.U.
2947 Bowser Ave.	NIPSCO
2710 Broadway	Kirk Scheeler Constr.
1500' along Buckhurst Run, 1080' Knightsbridge Place	NIPSCO
505 Calhoun	Brooks Constr. Co.
N.E. Corner Calhoun & Baker	"
Camp Allen Dr. betw. Cherry St & Elm	W.P.C. Engr.
4626 W. Cedarcrest Cr	NIPSCO
1905 Colonial Dr.	"
924 E. Creighton Ave.	C.U.
7010 Ideal Ave.	NIPSCO
2404 John St.	"
1022 Liberty	"
706 Lower Huntington Rd.	"
1313 Maumee Ave.	"
1000 New Haven Ave.	Tim Evans Backhoe Serv.
723 Poplar St.	NIPSCO
1120 St. Mary's Ave.	W.P.C. Engr.
North of Burgess St. & East of St. Mary's	"
On Sandpoint Rd. S. Willow Oaks Dr.	NIPSCO
1402 Sinclair	"
1432 Third	C.U.
1610 Third St.	Alvin O. Lahr
221 E. Wallace St.	NIPSCO
1535 Wash. Ctr. Rd.	"
118 West Wayne St.	"

EMERGENCY CUTS

4705 S. Anthony	NIPSCO
N.E. corner Bass & Leesburg	"
805 Canel	"
N.W. corner of Franklin	"
& Sinclair	"
1210 Marion	"
2612 Regal Ct.	"
2606 Regal	"
627 Villa Park	"
1510 Wells	"

22. Received recommendation from WPC Engineering on Resolution 319-80, St. Joe Study Area, to release retainage and reduce the balance to zero dollars; WPC also recommended that this project be made an integral part of the City's sewer system.

Approved.

"Authorization for Payment" executed in the amount of $8,400.00 to Earth Construction. Ordered Acceptance Letter written.

23. Pay request received from City Controller for additional charge to City due to error in assessment of Lot 29-Harrison Hill Add., Res. 5907-81, in the amount of $157.42.

Approved and ordered payment.

24.	Received recommendation from Street Engineering on Resolution No. 5958-82, Resurfacing (Bond Issue) Daily Asphalt that completion date be changed to October 1, 1983.	Approved
25.	Received Contract from Hipskind Concrete Corporation, Resolution No. 5983-83, Memorial Park Neighborhood, Phase II, in the amount of $48,413.40, with bonds.	Approved and order sent to Common Council on July 26, 1983.
26.	Received Contract from Dailey Asphalt Products Co., Inc., Resolution No. 5971-83- 1983 Asphalt Resurfacing (Group #3), in the amount of $307,536.00, with bonds.	Approved and order sent to Common Council on July 26, 1983.
27.	Received Contract from Hipskind Concrete Corporation, Resolution No. 5981-83, Oxford Neighborhood IX, Phase II, in the amount of $47,884.20, with bonds.	Approved and order sent to Common Council on July 26, 1983.
28.	Received Contract from Spears-Dehner, Inc. Resolution No. 5984-83, Miscellaneous Construction, in the amount of $520,973.20, with bonds.	Approved and order sent to Common Council on July 26, 1983.
29.	Received Contract from Hipskind Concrete Corporation, Resolution No. 5973-83, Hoagland/Masterson Neighborhood, Phase II, in the amount of $49,661.50, with bonds.	Approved and order sent to Common Council on July 26, 1983.
30.	Received Contract from Hipskind Concrete Corporation, Resolution No. 5977-83, La Rez Neighborhood VII, Phase II, in the amount of $62,935.00, with bonds.	Approved and order sent to Common Council on July 26, 1983.
31.	Received recommendation from Water Engineering Department, Resolution No. 1027-82, Water Main Improvement, Edwards St.-Covington Rd. area, final inspection shows all complaints have been satisfied & release of $500.00 to the contractor.	Approved. Ordered Acceptance Letter written.
32.	Received report from Street Engineering on B.O. 84-83, petition for repairing damaged sidewalk on SE corner of S. Wayne Ave & West Rudisill. Street Engineering recommends sidewalk be replaced.	Approved. Ordered Street Engineering to add to miscellaneous concrete work to be done.

33.	Received Change #1 for Resolution #162-82, Lough Nest, Weikel Line Company, net decrease $732.42.	Approved and ordered sent to Common Council for their approval on July 26, 1983.
34.	Received pay request from HNTB in the amount of $5,006.56 for constr. engineering services performed on WPC Plant Additions, C180538-01.	Approved and ordered City Utilities to pay invoice.
35.	Received Pay Estimate No. 18 from Hagerman/Shambaugh-AWT, C180774-03 in the amount of $584,506.50.	Approved and ordered City Utilities to pay the invoice as follows: Amount due Hagerman-Shambaugh Check $522,979.50 Note 61,527.00 Amount due Lincoln Bank Note $ 30,763.50
36.	Received request from Parks & Recreation Department for Swinney Park Area Sanitary Sewer-Urban Parks & Recreation Recovery Program Grant for Board Order in amount of $24,923.00.	Approved. Issued B. O. 90-83 to WPC authorizing them to prepare necessary documents.
37.	Received Agreement Board of Park Commissioners/Board of Public Works and Fleming Excavating, Inc., River-greenway/Flood Levee; Filtration Plant/Historical Ft. Wayne; Demolition & Restoration of Sherman Park Bldg & 4th Street Bldg.; BOPW share $86,602.50; Parks $214,085.60.	Approved.
38.	Received pay request from T-G Excavating Inc. for Berry Begue project, Resolution No. 357-82, sewer cleaning in the amount of $13,709.96.	Approved and ordered City Utilities to pay invoice.
39.	Received inspection report from WPC, Resolution No. 377-82, Sanitary Sewer Extension for Customcraft, Inc., Leo Road-Clinton Park Drive, Scheidleman Excavating; WPC recommended its acceptance as an integral part of the City's Sewer System.	Approved. Ordered Acceptance Letter written.
40.	Received recommendation from Street Engineering on Miscellaneous Invitational Bids-S. Lane Lower Huntington Rd, Wells St., S.W. Corner Forest & California, P.O. be issued to Tomco Construction Co. in amount of $3,494.05 and should state that if they fail to comply with their stipulated construction schedule, the Purchase Order will be null and void.	Approved. P. O. No. A-27438 issued.

Meeting adjourned at 11:00 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Attest: Helen V. Gochenour

Helen V. Gochenour, Clerk

FRIDAY, JULY 8, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins
H. V. Gochenour, Clerk

Present

1. AWARD CONTRACT
Received tabulation and recommendation prepared by WPC Department for Sewer Improvement Resolution No. 371-82 for Pump Station Elimination/Interconnection Project, Phase I, I-A, II, & III. (Sewer Utility Fund City Utilities)

AWARD CONTRACT TO Earth Construction & Engr., Inc. for:

Phase I	$ 3,100.00
Phase II	2,300.00
Phase III	13,700.00

and to
T&G Excavating, Inc. for:

Phase I-A	$ 2,490.00

Ordered Water Polution Control to prepare contract documents.

Subject to councilmanic approval.

2. AWARD CONTRACT
Received tabulation and recommendation prepared by Street Engineering Department for Resolution No. 5956-82, curbs and sidewalks on Oakdale Drive between Fairfield Avenue & Hoagland Avenue. Shall also include installation of new ornamental lighting system. (Barrett Law Revolving)

AWARD CONTRACT TO Huguenard/Schenkle, Inc. in the amount of $31,513.20, subject to councilmanic approval.
Ordered Purchase Order issued.
Ordered Street Engineering to prepare Contract documents.
Prior Approval requested.

3. AWARD CONTRACT
Received tabulation and recommendation prepared by Street Engineering Department for Resolution No. 5957-82, curbface walk on Violet Court from Fairfield Avenue & Hoagland Avenue. Shall also include installation of new ornamental lighting system. (Barrett Law Revolving)

AWARD CONTRACT TO Rieth Riley, Inc. in the amount of $34,914.55, subject to councilmanic approval.

Ordered Street Engineering Department to prepare contract documents.
Ordered Purchase Order issued.
Prior approval requested.

4. EMERGENCY RESOLUTION 73-103-4
WHEREAS, the City of Fort Wayne has entered into a contract with Land Excavating, Inc., to construct a new storm sewer system in the Michigan Avenue area; and

WHEREAS, an existing sixteen (16) inch diameter water main has been found to be in direct grade conflict with the proposed new storm sewer installation; and

WHEREAS, it has been determined that this water main will have to be relocated at Michigan and Nelson Avenues in order to complete the new storm sewer system; and

WHEREAS, this water main is approximately twelve (12) feet deep and is not within the capabilities of the Water Maintenance Department to relocate this size of water main at such a depth; and

WHEREAS, an emergency exists to relocate this water main immediately and complete the new storm sewer system construction.

NOW, THEREFORE, the Board of Public Works does hereby declare an emergency exists to immediately relocate said water main and directs the following actions to be taken:

1. The Water Engineering Department is to receive a firm quote from Land Excavating, Inc., for the installation only of the required relocation of said water main and shall determine if said cost is reasonable.

2. The Water Maintenance Department shall obtain and furnish Land Excavating, Inc., with all necessary materials for the installation of said water main.

3. The Purchasing Department shall issue a purchase order to Land Excavating, Inc., for the installation only of the relocation of said water main upon written notice to do so from the Chief Water Engineer.

Adopted this 8th day of July, 1983.

Meeting adjourned at 9:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Attest: Helen V. Gochenour
Helen V. Gochenour, Clerk

EMERGENCY BOARD MEETING
JULY 12, 1983
TUESDAY

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910 City County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, and Present
H. V. Gochenour, Clerk

1. EMERGENCY RESOLUTION 73-105-1

WHEREAS, an existing twenty-four (24) inch diameter St. Joseph water feeder main has shown evidence of a leak at the southwest corner of the Water Filtration building; and

WHEREAS, this feeder main is approximately five (5) to fifteen (15) feet deep and may not be within the capabilities of the Water Maintenance Department to repair at such depth; and

WHEREAS, this feeder main may rupture and cause both damage to the Water Filtration building and a loss in pressure to the water distribution system of the utility, an emergency exists to immediately repair the leak.

NOW, THEREFORE, the Board of Public Works declares that an emergency does exist to immediately repair the leak in said feeder main and directs the following actions to be taken:

1. The Water Engineering Department is to prepare a purchase requisition for T&G Excavation, Inc., to repair said feeder main leak.
2. The Purchasing Department shall, upon the receipt of the purchase requisition, issue a purchase order to T&G Excavation, Inc.
3. The Chief Water Engineer and Water Filtration Superintendent shall be jointly in charge of, and responsible for, the inspection of the repair to said feeder main.

Adopted this 12th day of July 1983.

Meeting adjourned at 9:15 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Attest: Helen V. Gochenour
Helen V. Gochenour, Clerk

WEDNESDAY, JULY 13, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, and
H. V. Gochenour, Clerk

Present

1. RECEIVE BIDS:
Resolution No. 389-83
DSR Project

	Phase I	Phase II	Phase III
Bercot, Inc.	$17,975	$9,450	$ 9,650
Earth Construction	18,537.50	6,700	11,700
T&G Excavat.	16,921.50	6,115.30	10,813
Engr.'s Est.	19,025	4,220	10,800

Award Contract on Friday, July 15, 1983 at 9:00 a.m.

2. Received the following sidewalk permits:

Approved and permit issued.

500 W. Main from Bob Houser, Contractor

500 W. Pearl from Bob Houser, Contractor

1228 Pemberton from Ned Keener Construction, Contractor

2200 Randallia from Michael Kinder & Sons, Inc., Contractor

732 Kinnaird from Landis Construction, Contractor.

3. Received the following Street Lighting Petitions:

Approved.

Street light along Elizabeth Street.

Referred to Street Light Engineering to investigate and report.

Street light in alley between Anderson & Tennessee

Street light at Griswald & alley by Filtration Plant.

Alley light between Chestnut & New Haven Ave. from DuBois to Lumbard.

4. Received the following Curbs/Sidewalk Petitions:

Referred to Street Engineering to investigate and report.

Installation of sidewalk 118-120 W. Concord.

B. O. 91-83 issued.

Repair sidewalk on Buell Drive & Pasadena intersection.

B. O. 92-83 issued.

	New curbing 909 Ferguson Ave. driveway east to property line.	B.O. 93-83 issued.
	Construction of sidewalk & curbs from Hanna to Griswold	B. O. 94-83 issued.
	Construction of curbface walk in 800 block of Anderson	B. O. 95-83 issued.
5.	Received Petition to pave alley from Sherman Street entrance to Pape Avenue.	B. O. 96-83 issued. Referred to Street Engineering to investigate and report.
6.	Received the following driveway application: 2813 Knights Bridge Colonial Homes	Approved & permit issued.
7.	Received Petition to install water main Spanish Trail.	B. O. #97-83 issued. Referred to Water Engineering to investigate and report.
8.	Received pay request from Hipskind Concrete Corporation in the amount of $3,798.00 for Resolution No. 5943-82, Flood Repair Pemberton Dike.	Approved and ordered payment from City Utilities Accounting.
9.	Received pay request from Hipskind Concrete Corporation in the amount of $4,210.45 for Resolution No. 5943-82, Flood Repair Pemberton Dike.	Approved and ordered payment from City Utilities Accounting.
10.	Received pay request from Dailey Asphalt Products Co. in the amount of $80,076.30 for Resolution No. 5951-82, Resurfacing 1st Councilmanic District.	Approved and ordered payment from 3 95 006 595 14 431, P.O. #A-20319
11.	Received pay request from Dailey Asphalt Products Co. in the amount of $21,095.32 for Resolution No. 5971-83, Asphalt Resurfacing (Group 3)	Approved and ordered payment from 138 972-003 84 431, P.O. A-26322
12.	Received pay request from Dailey Asphalt in the amount of $25,966.93 for Resolution No. 5958-82, Resurfacing (Bond)	Approved and ordered payment from 3 95 006 595 84 431, P.O. #A-21744
13.	Received inspection report from Street Engineering, Resolution 5947-82, Asphalt Resurfacing of Coldwater, St. Joe, Coliseum, project completed satisfactorily & recommends payment of retainage in the amount of $6,269.96.	Approved and ordered payment from 1 38 972 003 44 431, P.O. #A-19585

14.	Received Contract from Scheidleman Excavating Inc., Resolution No. 1028-83 Norwood-Houser Subdivision Water Main Extension in the amount of $45,824.72, with bonds.	Approved and order sent to Common Council on Tuesday, July 19, 1983. Prior approval also requested from Council.
15.	Received inspection report and Final Assessment Roll prepared by Street Lighting Department for Resolution No. 162-82, Lough Nest Ornamental Lighting.	Approved. Advertised Notice of Assessment July 15 & 22, 1983. Hearing on Confirmation of Assessment Roll, August 4, 1983. Notices mailed July 22, 1983.
16.	Received report from Street Engineering on petition for curbing in front of Sturgis St., 621 & 623, B.O. 82-83, indicating curbing in good condition and recommends no action be taken.	Approved recommendation.
17.	Received Agreement between CD&P and Board of Works for Professional & Technical Services.	Approved and a true copy herein incorporated.
18.	Received report from Street Engineering Dept. on B. O. 83-83, Petition for Curb & Walkway 2109 Calif. Ave, Street Engineering recommends 30 lineal feet of walk & 4'x10' yardwalk be replaced but 4" of good curb still exists & recommends curb Not be replaced.	Approved. Ordered Street Engineering to add the sidewalk to miscellaneous concret list to be done.
19.	Received recommendation from Street Engineering on Miscellaneous Invitational Bids: 4431 S. Wayne Ave, Riedmiller & Guthrie, 3629 Reynolds St., 228 W. Lexington, 1231 W. Washington Blvd., Purchase Order be issued to Tomco Construction Company in the amount of $3,845.15 and should state that if they fail to comply with their stipulated construction schedule, the Purchase Order will be null and void.	Approved. Request Purchase Order be issued. Charge to Account #345.
20.	Received recommendation from Water Pollution Control to authorize payment of two checks; (1) John Hartman Construction, Inc. & Stephen E. Lewis in the amount of $2,276.58; and (2) John Hartman Construction, Inc. & Craig R. Finlayson in the amount of $758.86 for completion of all payments associated with Resolution No. 338-80, North Maumee Study Area and Resolution No. 317-80, St. Joe Study Area. Court Order Cause Number CC-81-1626.	Approved. Ordered City Utilities Accounting to make payment. A true copy of Court Order is herein incorporated.

21.	Received recommendation from Street Engineering to issue purchase order to G&B Construction Company, Inc. in the amount of $3,877.75 for Miscellaneous Invitational Bids (Alley North of State & East of Kentucky-903 Wakefield). Purchase Order to state that if they fail to comply with their stipulated construction schedule, purchase order will be null and void.	Approved. Request Purchase Order be issued. Charge to Account 345.
22.	Received Contract from Bercot, Inc., Resolution #1029-83 Columbia Avenue Water Main Extension in the amount of $8,706.50, with bonds.	Approved and order sent to Common Council on Tuesday, July 19, 1983. Prior approval also requested from Council.
23.	Received License Agreement to cover installation of West Jefferson Main Replacement, one time only fee payment of $2,212 to CONRAIL.	Approved. Ordered City Utilities Accounting to make payment. A true copy is herein incorporated.
24.	Received Sewer Construction Permit for Longwood Section II Phase II, prepared and approved by the WPC Engineer, construction will be done by Porter Construction, Inc.	Approved and special sewer permit issued. Issued B.O. #97-83
25.	Received Sewer Construction Permit for Calvary Heritage Manor, prepared and approved by the WPC Engineer, construction will be done by Porter Construction, Inc.	Approved and special sewer permit issued. Issued B.O. #98-83.
26.	Received request from Water Engineering for advertising of Contract 83-XP-2, Maplecrest Road Feeder Main.	Approved. Notice to Contractors Advertise July 22 & 29, 1983, Friday Receive Bids August 10, 1983, Wednesday, 9:00 a.m. Ordered Water Engineering to prepare Bid Documents.
27.	Received Sewer Reimbursement from Water/Sewer Services to Allen County Assoc. for the Retarded, Inc. for 4822 Projects Drive - Pioneer Supply, Inc. in the amount of $435.04.	Approved.
28.	Received pay request from WPC for HNTB Inv. #59 in the amount of $6,527.83 for professional engineering services performed in connection with Additions & Improvements to Wastewater Facilities, AWT C-180774-03.	Approved. Ordered City Utilities Accounting to pay as follows: Amount due HNT&B Check $5,548.66 Note 979.17
29.	Received request from Water Engineering for advertising of Contract 83-W-1, Fourth Street Railroad Spur Renovation.	Approved. Notice to Contractors Advertise July 22 & 29, 1983, Friday Receive Bids August 10, 1983, Wednesday at 9:00 a.m. Ordered Water Engineering to prepare Bid Documents.

30. Received pay request from Miller Davis in the amount of $147,280.00 for Civic Center Parking Garage, Phase II.	Approved and ordered Department of Finance to pay invoice.
31. Received proposal for feasibility study, preliminary engr., engr. report & application of necessary permits for dredging of the confluence. Proposals sent to 6 engr. firms, the following 3 responded: Coil & Dickmeyer, Inc. with rate of 237% of payroll; Bonar & Assoc. with rate (including overtime) of 221.54% of payroll; and Donovan - no rate quoted.	Approved proposal for Bonar & Associates, Inc.
32. Received pay request from Land Excavating, Inc., in the amount of $58,544.00, Payment #1 for Resolution 387-83, Michigan Avenue Storm Sewer.	Approved. Ordered CD&P to make the following payment: 50% due Land Excavating - $32,524.44 Ordered payment from 330-006-SEWR-4364 40% from Sewer Relief Fund to Land Excavating $26,019.56 10% Escrow - Lincoln Bank $ 6,504.88
33. Board of Works recommends readvertising of Inbalco Properties at 3608 Iowa Court and 3637 Utah Drive for sale.	Approved. Sale of Property Advertised July 15 & 22, 1983, Friday Receive Bids August 1, 1983, Monday 9:00 a.m.
34. Board of Works recommends advertising the sale of Tract II, Barr Street. The property is legally described as Lot 2 and the north 10' of Lot 3 in Hanna's Addition to the City of Fort Wayne, IN.	Approved. Sale of Property Advertised July 22 & 29, 1983, Friday Receive Bids August 8, 1983, Monday 9:00 a.m.

Meeting adjourned at 11:00 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Attest: Helen V. Gochenour

Helen V. Gochenour, Clerk

THURSDAY, JULY 14, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 3:30 p.m.

S. A. Bailey, B. R. Collins, and
H. V. Gochenour, Clerk

Present

1. HEARING ON CONFIRMATION

Continued from June 29, 1983 - Street Improvement Resolution No. 5969-83 - Ellen Avenue with pavement & curb repair from the east property line of Lakeview Drive to the west property line of Sprunger Avenue

No remonstrances received.

Confirmed.
Ordered Street Engineering to prepare bid documents.
Advertised: July 22 & 29, 1983, Friday
Receive Bids: August 10, 1983, Wednesday at 9:00 a.m.

2. HEARING ON CONFIRMATION

Water Main Improvement Resolution No. 1030-83 - Construction of a system of water mains in along Morell Drive from Sandpoint Road westward.

Confirmed.
Ordered Water Engineering to prepare bid documents.
Advertised: July 22 & 29, 1983, Friday
Receive Bids: August 10, 1983, Wednesday at 9:00 am
Time up to receive remonstrances July 28, 1983 at 5:00 p.m.

3. HEARING ON CONFIRMATION

Water Improvement Resolution 1031-83 Construction of a system of water mains in and along Elnora Drive, from Washington Center Road Northward 450+ feet.

Board recommended all action rescinded.
Invalid Petition.

Meeting adjourned at 4:00 p.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Attest: Helen V. Gochenour
Helen V. Gochenour, Clerk

FRIDAY, JULY 15, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins and
H. V. Gochenour, Clerk

Present

1. AWARD CONTRACT
Resolution 389-83 Sewer Repair Project
Phases I, II and III.
Phase I - Camp Ellen Drive
Phase II - 18" Sewer - St. Mary's
Phase III - 15" Sewer Alley North of
Burgess & East of St. Mary's
(FEMA and Sewer Utility Fund)

AWARDED CONRACT TO T&G Excavating, Inc.
for Phase I & II

Phase I	$16,921.50
Phase II	6,115.30

and to Bercot, Inc.

Phase III	$ 9,650.00

Subject to councilmanic approval.
Ordered Water Polution Control to prepare contract documents.

Meeting adjourned at 9:15 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Attest: Helen V. Gochenour
Helen V. Gochenour, Clerk

WEDNESDAY, JULY 20, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, and
H. V. Gochenour, Clerk — Present

1. RECEIVE BIDS:
Resolution No. 5986-82
To improve concrete pavement on Cloverbrook Drive between Mono Gene Drive and Heritage Drive.

Award Contract on Friday, July 22, 1983 at 9:00 a.m.

L. W. Dailey	$21,910.00
John Dehner, Inc.	26,051.00
Gaines Construction	25,784.00
Lakeside Constr. Co.	19,013.00
Rieth-Riley Constr.	22,391.50
Engineer's Est.	24,220.00

2. Received the following sidewalk permits:

Approved and permits issued.

2224 Fox Avenue	Ruich Brothers
2814 Knightsbridge	Liechty & Associates
1205 E. Rudisill	Home Owner
1725 Purdue	Bob Houser
1609 Schilling	Don Till

3. Received the following driveway applications:

Approved and permits issued.

820 E. Sherwood Terrace	Ralph Mallo
2821 Knights Bridge Pl.	Liechty & Assoc.
2131 Lindenwood	Tim Momper
2814 Knightsbridge Dr.	Liechty & Associates
2135 Miner St.	Lakeside Constr.
1702 W. State Blvd.	Don Till
311 Edgeknoll	Frank Hamilton Concrete
1508 Calhoun	Brooks Construction
505 Calhoun	Brooks Construction

4. Received the following Street Lighting Petitions:

Street lights on West Woodland Avenue from Webster to Harrison

Approved and ordered Street Lighting Engineering to investigate and report.

Ornamental street lighting in Kirkwood Park Addition.

Standard street lighting for intersection of Wilkie Dr. & Upper Huntington Rd.

5.	Received the following Curbs/Sidewalk/ Street Petitions:	Approved and referred to Street Engineering to investigate & report.
	East Fairfax Avenue from Werling Dr. to South Anthony to be capped with 2 inches of asphalt.	B. O. #99 issued.
	Curbs fronting property at 4422 South Wayne Avenue	B. O. #100 issued.
	Repair sidewalk 1900 block of Webster St.	B. O. #101 issued.
6.	Received the following Ditch Petition: Side ditch for storm drainage on Lathrop Place	Approved and referred to WPC Engr. to investigage & report.
7.	Received pay request from T-G Excavating Inc., Resolution No. 363-82 Group 6B, in the amount of $30,262.54. DSR Contractor approved by Bonar & Associates.	Approved and ordered City Utilities to pay invoice.
8.	Received pay request from John Dehner, Inc. Resolution No. 73-68-3, Berry Street, in the amount of $1,986.15. DSR Contractor approved by Bonar & Associates.	Approved and ordered City Utilities to pay invoice.
9.	Received pay request from John Dehner, Inc. Resolution No. 374-82, Group 9, in the amount of $101,960.73. DSR Contractor approved by Bonar & Associates.	Approved and ordered City Utilities to pay invoice. John Dehner, Inc. $101,960.73 Lincoln Nat'l. Bk. (Escrow) 5,366.35
10.	Received pay request from John Dehner, Inc. Resolution No. 386-83, Berry Street, in the amount of $154,346.74. DSR Contractor approved by Bonar & Associates.	Approved and ordered City Utilities to pay invoice.
11.	Received pay request from Bowen Engineering, Resolution No. 375-82, Group 6A, in the amount of $16,453.20. DSR Contractor approved by Bonar & Associates.	Approved and ordered City Utilities to pay invoice.
12.	Received pay request from Indiana Construction Company, Inc., in the amount of $12,260 for final partial payment of Contract No. 82-04, St. Joe Dam Tainter Gate Repairs.	Approved and ordered City Utilities to pay invoice.
13.	Received contract from T&F Construction Co., Resolution 166-83, Hoagland-Packard-Kinsmoor, in the amount of $22,231.25.	Approved and order sent to Common Council August 9, 1983. Prior approval also requested from Common Council.
14.	Received contract from T&F Construction Co., Resolution 167-83, Woodhurst Addition, in the amount of $113,052.05.	Approved and order sent to Common Council August 9, 1983. Prior approval also requested from Common Council.

15.	Received recommendation from Street Engineering to replace 35' of Type III curb at 2515 Clara Avenue.	Approved and ordered Street Engineering to make replacement. Issued B.O. #103 Funded from Misc. Curbs & Sidewalks
16.	Received report from Street Engineering petition for curb on Lynn Avenue, B.O. #81-83, approximate cost $110,000 with City responsible for 50%.	Approved and ordered Street Engineering to obtain street estimates. Work to be done in 1984.
17.	Received recommendation from WPC Engr. on Spy Run Extended, B.O. 34-83, Surface water freezing on roadway.	Board recommends project be held for further instructions.
18.	Received inspection report from Water Engineering, Serenity Drive Water Contract #8204, Don Porter Construction, Inc., project has been completed in satisfactory condition, with bonds. Completion Affidavit from contractor.	Approved. Ordered Letter of Acceptance be issued.
19.	Received the following street cut permits:	Approved and permits issued.

C.U.	3313 Abbott
General Telephone	Abbott St/no Rudisill Blvd.
NIPSCO	Allen Ave beside 515 Cumberland
	4705 S. Anthony
	3422 Amulet
	N.E. corner Amulet & Exeter
Diplomat Sewer	1919 Andrew
NIPSCO	7238 Antebellum
	1903 Ardmore
	Barr St beside 247 E. Dewald
	N.E. corner of Bass & Leesburg
	150' WW Calhoun, 20' SN Baker
C.U.	1508 S. Calhoun
NIPSCO	3833 S. Calhoun
	4815 S. Calhoun
	3324 N. Cedarcrest Circle
	3305 Chancellor
C.U.	1417 Charlotte Ave.
NIPSCO	2710 Chestnut St.
	3330 Chestnut Ave.
C.U.	N. Clinton & Dalgren
NIPSCO	1717 Cody
	219 W. Collins Dr.
C.U.	230 Collins Dr.
NIPSCO	1206 Curdes
C.U.	1306 Delta
	2417 Dodge Ave.
NIPSCO	535 E. Douglas St.
	2211 Fleetwood
	1302 Franklin
C.U.	1524 Gable Rd.
	1114 Glasgow Ave.
NIPSCO	3110 Glencairn
	Intersection of Great Bear & Bear Paw
C.U.	Griswold & Tennessee (N.W. corner)
NIPSCO	6607 S. Hanna St.
C.U.	1512 Hayden
	407 High St.

NIPSCO	1731 High
C.U.	3408 Hoagland Ave.
NIPSCO	3419 Hoagland Ave.
	3421 Hoagland Ave.
	3123 Holton Ave.
	1355 Hugh
	1925 Kenwood Ave.
	4212 Knightsway
Golden Rule Sew.	4006 & 4008 S. Lafayette
C.U.	4641 S. Lafayette
	4224 Lake Ave.
NIPSCO	4118 Leesburg
	4620 Lima Rd.
C.U.	4900 Block Lima Rd.
Northside Htg.Plg.	1320 Lynn Ave.
Ron Lunz Exca.	917 & 925 Main (vacant lot between)
NIPSCO	1219 Marion
	7216 Miahqueah
	1517 & 1519 Oakland
C.U.	6100 Blk. Oakmont
NIPSCO	1415 Oneida St.
C.U.	1423 E. Pontiac
Gen. Tele.	Rapids Way west of Inland Trail
NIPSCO	5434 Riviera
	5826 Riviera
	1410 St. Joseph Blvd.
	1434 St. Mary's St.
	1730 Sinclair St.
	5433 Smith St.
	2324 W. State Court
	318 W. Superior St.
	2914 Trentman Ave.
	627 Villa Park Ct.
C.U.	4805 N. Washington Rd.
Ind. & Mich. Elec.	Washington St. at Calhoun St.
NIPSCO	115 W. Wayne St.
	117 W. Wayne St.
	7720 Weymouth Court
	2909 Winter St.

EMERGENCY CUTS

NIPSCO	405 Archer
	1903 Ardmore
	Baker St. 65' E. of Harrison
	2224 Bowser
	3101 Central
	2710 Chestnut
	219 W. Collins Dr.
	303 W. Creighton
	327 W. Creighton
	Between Dewald & Taylor on Oakley
	2911 Euclid
	2423 Fairfield
	Franklin & Sinclair
	3123 Holton Ave.
	1925 Kenwood
	5812 Maplecrest
	1517 Oakland
	1519 Oakland
	1321 Ohio
	3530 Oliver
	1434 St. Mary's
	1315 Wall St.
	201 E. Wildwood

20.	Received Amended Water Contract 7908, Woodlands of Riverside, replacing Contract previously executed in 1979.	Approved. Letter of Acceptance to be written after receipt of bonds.
21.	Received inspection report from Water Engineering, Contract #82-04, St. Joe Dam Tainter Gate Repairs, and Completion Affidavit from Indiana Construction; project has been completed in satisfactory condition.	Approved. Ordered Letter of Acceptance written.
22.	Received report from Street Engineering on B.O. 85-83, Petition for repair of sidewalk 1838 block of Huffman. Street Engineering recommends sidewalk be replaced.	Approved. Ordered Street Engineering to add to miscellaneous construction list.
23.	Received report from Street Engineering on B.O. 86-83, Petition for repair of sidewalk 1302 Wabash Ave. to North side Street Winch. Street Engineering recommends sidewalk be replaced.	Approved. Ordered Street Engineering to add to miscellaneous construction list.
24.	Received Street Engineering Resolution No. 5982-83, Greater McMillen, Phase II (Fruehauf Drive). CD&P	Approved and adopted. A true copy herein incorporated. Advertise Notice to Contractors, July 29 and August 5, 1983 - Friday Receive bids on Wednesday, August 17, 1983, at 9:00 a.m. Ordered Street Engineering to prepare bid documents.
25.	Received request from Bonar & Associates to increase Contract for River-greenway - Joint Flood Levee Project Park Board & Board of Works that Contract maximum be increased from $60,000 to $64,000 to cover additional construction inspection costs.	Approved. A true copy herein incorporated.
26.	Received Contract from Bonar & Associates, Flood Control Improvements, Confluence of St. Mary's, St. Joseph, Maumee Rivers - Engineering Services.	Approved and order sent to Common Council August 9, 1983. A true copy herein incorporated.

27. Received recommendation from WPC Engr. Combination Sewer Overflow Project, Reid, Quebe, Allison (Engineer) to reduce Escrow fund to zero dollars. B.O. #29-83

Approved.

Authorization for Payment executed in the amount of $20,481.49 to Reid, Quebe, Allison, Wilcox and Associates.

28. Received report on Resolution No. 328-80 Ground Services, Inc.(Contractor), Spy Run Study Area, from WPC Engineering.

Authorization for Payment executed in the amount of $21,951.72.

Ordered City Utilities Accounting to issue two party checks to Ground Services, Inc and:

Highway Concrete Pipe Co.	$3,821.17
Server Tech, Inc.	1,868.75
Williams Testing, Inc.	6,531.40
Asphalt Paving, Inc.	5,600.00
City of Ft. Wayne, Utilities	386.75

29. Received pay request from Hagerman/Shambaugh (Pay Estimate No. 70) WPC Control Plant Expansion, Div. I, C180538, in the amount of $54,606 . Also payment to escrow agent - Lincoln National Bank in the amount of $2,874.00.

Approved and ordered City Utilities Accounting to make payment.

30. Received pay request from Sturges, Griffin, Trent Company for appraisal of Hanna School property, in the amount of $900.

Approved and ordered payment from General Fund 010 006 OFFC 4315

31. Received Contract from Earth Construction & Engineering Inc., Res. 371-82, Pump Station Elimination.

Phase I	$ 3,100.00
Phase II	2,300.00
Phase III	13,700.00

Approved and ordered sent to Common Council on August 9, 1983.

32. Received Sewer Improvement Resolution No. 390-83, Hazard Mitigation Project at Wastewater Treatment Plant, FEMA DSR #044888. Paid from City Utilties and Federal Disaster Aid Fund.

Approved and adopted.
A true copy herein incorporated.

Advertise Notice to Contractors Friday, Aug. 5 & Aug. 12, 1983
Receive Bids Wednesday, August 24, 1983, 9:00 a.

Ordered Bonar Associates to prepare bid documents.

Meeting adjourned at 11:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Attest Helen V. Gochenour
Helen V. Gochenour, Clerk

FRIDAY, JULY 22, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, and T. A. Morris, Clerk Pro Tem	Present
1. AWARD CONTRACT Street Engineering Resolution No. 5986-83, Concrete Pavement on Cloverbrook Drive between Mono Gene Drive & Heritage Drive (Revenue Sharing Fund)	AWARD CONTRACT TO Lake Construction in the amount of $19,013.00, low bidder, subject to councilmanic approval. Ordered Street Engineering to prepare contract documents. Prior approval requested.

Meeting adjourned at 9:15 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Attest T.A. Morris
T. A. Morris, Pro Tem Clerk

WEDNESDAY, JULY 27, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins,
H. V. Gochenour, Clerk

Present

1. RECEIVE BIDS:

Resolution No. 173-83, Street Lighting
Hamilton Park Area N.S.A.

N. G. Gilbert Corporation	$8,735.00 4,240.00
T&F Construction Company	8,731.00 3,582.10
The Weikel Line	7,184.25 2,779.75
Engineer's Estimate	9,181.00 3,573.00

Award Contract on Friday, July 29, 1983 at 9:00 a.m.

Prior Approval requested.

2. Resolution No. 174-83, Street Lighting
Hoagland-Masterson N.S.A.

N. G. Gilbert Corporation	$9,990.00 6,950.00
T&F Construction Company	7,338.60 4,961.50
The Weikel Line	6,200.55 4,328.25
Engineer's Estimate	7,472.15 5,391.25

Award Contract on Wednesday, August 3, 1983 at 9:00 a.m.

3. Resolution No. 175-83, Street Lighting
Poplar Neighborhood N.S.A.

N. G. Gilbert Corporation	$9,925.00 2,865.00
T&F Construction Company	7,324.18 2,008.58
The Weikel Line	6,484.85 1,764.70
Engineer's Estimate	7,559.10 2,069.00

Award Contract on Wednesday, August 3, 1983 at 9:00 a.m.

4.	Resolution No. 177-83, Ornamental Street Lighting Wells Street		Award Contract on Friday, July 29, 1983 at 9:00 a.m.
	Huguenard/Schenkel	$ 173,254.75	Prior Approval requested.
	N. G. Gilbert Corporation	196,825.00	
	T&F Construction Company	164,694.70	
	Engineer's Estimate	160,301.80	
5.	Resolution No. 5987-83, Improve resurfacing on Rudisill Blvd.		Award Contract on Friday, July 29, 1983 at 9:00 a.m.
	Daily Asphalt	$ 69,048.90 5,814.90 63,234.00	Prior approval requested.
	Moellering Construction	78,566.30 6,709.50 71,856.80	
	Rieth-Riley Construction	88,827.45 14,089.95 74,737.50	
	Wayne Asphalt & Constr.	70,679.50 12,300.75 62,797.35	
	Engineer's Estimate	91,408.50 24,601.50 66,807.00	
6.	Received pay request from Gaines Construction Company, Inc., in the amount of $25,375.90 for Resolution No. 5961-82, East Central VIII, Phase I.		Approved and ordered CD&P to make payment.
7.	Received pay request from Hagerman/Shambaugh AWT C-180774-03, Pay Estimate No. 19, in the amount of $403,517.25.		Approved and ordered City Utilities Accounting to pay the invoice as: Amount due Hagerman/Shambaugh By Check $361.041.75 By Note 42,475.50 Amount due Lincoln Bank By Note $ 21,237.75
8.	Received pay request from Dailey Asphalt Products Co., Inc. in the amount of $60,442.64 for Resolution No. 5951-82 Resurfacing 1st Councilmanic District.		Approved and ordered payment from 3 95 006 595 14 431 P.O. #A20319
9.	Received pay request from L. W. Dailey, Inc. in the amount of $900 for Resolution No. 5972-83 Poplar Neighborhood, Phase II.		Approved and ordered CD&P to make payment.

10.	Received Pay request from Asphalt Products Company in the amount of $40,924.79, Estimate #7, for Resolution No. 5958-82 Asphalt Resurfacing (Bond Issue).	Approved and ordered payment from 3 95 006 595 84 431, P.O. #A 21744
11.	Received pay request from Dailey Asphalt Products Co., Inc. in the amount of $36,513.70 for Estimate #3, Resolution No. 5971-83 Asphalt Resurfacing Group #3.	Approved and ordered payment from 138 972 003 84 431 P.O. #A 26322
12.	Received pay request from John Dehner, Inc., Estimate #6, in the amount of $1,509.88 for Resolution No. 5934-82 Oxford Neighborhood, Phase VII. Completion Affidavit from John Dehner; Street Engineering reports all work has been completed satisfactorily.	Approved and ordered payment from CD&P.
13.	Received pay request from Moellering Construction Co., Inc. (Estimate #3) in the amount of $2,889.00, for Resolution No. 5970-83 Asphalt Resurfacing, Group #2.	Approved and ordered payment from LRS Funds 138 972 003 74 431 P.O. #A 26321
14.	Received pay request from Hipskind Concrete Corporation in the amount of $19,929.15 for Resolution No. 5973-83 Hoagland/Masterson Phase II.	Approved and ordered payment from CD&P.
15.	Received pay request from Brooks Construction Company, Inc. in the amount of $10,647.52, Estimate #3, Resolution No. 5942-82 Flood Damage Dwenger Ave. Final Payment - DSR	Approved and ordered payment from City Utilities Accounting
16.	Received pay request from National Serv-All in the amount of $30,742.96 Resolution No. 5964-82 Poplar Neighborhood, Phase I.	Approved and ordered payment from CD&P.
17.	Received the following Sidewalk Permits:	Approved and permits issued.

Bradbury at St. Louis	Shroyer Concrete Constr.
107 W. Concord Ln.	Shroyer Concrete Constr.
4011 Willshire Ct.	Shroyer Concrete Constr.

18.	Received the following Street Lighting Petitions:	Approved and ordered Street Lighting Engineering to investigate and report.

Street light at alley intersection on Delaware Ave.

Street Light at 3500 block Hastings Rd.

19.	Received Street Resurfacing petition from 1801 Chartwell Dr. to 2143 Chartwell Drive.	Approved and ordered Street Engineering to investigate and report. B.O. #107-83 issued.
20.	Received Driveway Application for 715 Snowfall Rd. Lot #63	Approved and permit issued.
21.	Received pay request from HNTB in the amount of $3,717.79 for construction engineering services performed on WPC Plant Additions C 180538-01.	Approved and ordered City Utilities Accounting for payment.
22.	Received inspection report from WPC, Sewer-3535 Crescent, B.O. #54-83; WPC recommends acceptance of sewer project as an integral part of the City's Sewer System.	Approved. Ordered Acceptance Letter written.
23.	Received Contract 371-82 Pump Station Elimination/Interconnection Project Phase I-A, T&G Excavating, Inc., in the amount of $2,490.00, with bonds.	Approved and order sent to Common Council on August 9, 1983.
24.	Received Contract 389-83 Phase III Repair of 15" Combination Sewer in Alley North of Burgess & East of St. Mary's from Bercot Inc. in the amount of $9,650, with bonds.	Approved and order sent to Common Council on August 9, 1983.
25.	Received Contract 5957-82, Violet Court from Fairfield Ave. to Hoagland Avenue from Rieth Riley Construction Co, Inc., in the amount of $34,914.55, with bonds. (Revolving Barrett Law)	Approved and order sent to Common Council on August 9, 1983.
26.	Received recommendation from Water Engineering to rescind B.O. 76-83, Petition for Belleview Drive.	Approved to rescind all action as petitioners may tap in to 16" main extension that serves Harmony Hills on Leo Road.
27.	Received secondary plat of Oak Borough approved and submitted by Allen County Plan Commission.	Approved.
28.	Received replat of Pine Valley Sixth Addition (Lots 438-443) approved and submitted by the Allen County Plan Commission.	Approved.

29.	Received recommendation from WPC Engineering that Board of Public Works order WPC Maintenance Department to repair catchbasin at 4035 Avondale; estimated cost $800±.	Approved and ordered WPC Maintenance to make necessary repairs.
30.	Received recommendation from WPC Engineering that Board of Public Works authorize WPC Maintenance Department to repair storm inlet at 1901 Production Road-Interstate Industrial Park; estimated cost $400±; and transmit petition for storm sewer system.	Approved and authorized WPC Maintenance to make necessary repairs. Issued B.O. #108-83.
31.	Received "Right of Improvement" Agreement for the Barr Street Market improvement project. D. R. Bollheimer, 333 E. Wayne Street.	Approved. A true copy herein incorporated.
32.	Received inquiry from William Kinsey, 450 E. DeWald Street for purchase of City property at 459 E. Creighton.	Approved.
33.	Received Contract from Lakeside Construction Co for Resolution 5986-83, Cloverbrook Drive in the amount of $19,013.00, with bonds.	Approved and order sent to Common Council August 9, 1983.
34.	Received Contract from Huguenard/Schenkle, Inc., Resolution No. 5956-82 Oakdale Drive in the amount of $6,877.85, with bonds.	Approved and order sent to Common Council August 9, 1983.
35.	Received Contract from Huguenard/Schenkle, Inc., Resolution No. 5980-83 Pontiac Street (John to Oliver) in the amount of 126,915.25, with bonds.	Approved and order sent to Common Council August 9, 1983.
36.	Received the following Barricade Applications:	Approved and permits issued.

Wendell Reinhart, Wendell Const., 1516 Stophlet; 124 W. Wayne - hood 2 meters; 7-14-83 for 30 days around the clock.
PURPOSE: For construction trucks for rennovation of 124 W. Wayne Street.

Auburn Home Improvement; Masterson-Harrison to Hoagland for Hipskind Concrete Inc; 7-15-83 to 7-25-83 from 8:00 a.m. to 5:00 p.m.
PURPOSE: Tree Removal - partial closure only for 1 or 2 hrs. at a time.

Trinity United Methodist Church, 609 Putnam; corner of Short & Putnam & Meridian - Meridian & Greenlawn - Greenlawn & Short; Aug. 1, 1983 6:00 pm to 7:00 pm.
PURPOSE: Sunday School parade

Nebraska Neighborhood Center, Larry Casebere; 1716 W. Main St.; Korte Paper Company parking lot; 7-11-83-7-17-83 from 7:00 am to 11:00 pm.
PURPOSE: Youth Activities

Barricade Applications: (Continued)

Bruce Smake, 1118 Springbrook; Springbrook between Peartree & Markwood; 7-30-83 from 11:00 am to 9:00 pm.
PURPOSE: Block party

Land Excavating, P.O. Box 119; Michigan Ave. between Nelson & Broadway; 7-13-83 to 8-3-83 from 7:00 am for 24 hours.
PURPOSE: Michigan Avenue storm sewer project

Channel 55, Bob McDowe;;; P. O. Box 2255; on sidewalk next to City County Parking Lot, also at intersection of Columbia & Calhoun; July 16, 1983 8:00 am to 12 noon.
PURPOSE: To place TV cameras to photograph Children's Parade.

Sharita Washington, 524 E. DeWald; 500 block E. DeWald, between Hanna & Warsaw; July 8, 1983 from 10:00 am to 3:00 pm.
PURPOSE: Block Party

WFWO FM (Sarkes Tarzian Inc), 2260 Lake Ave. Suite 230; 300 E. Superior next to Bus Hut; 7-9-83 - 7-17-83 10:00 am to 6:00 pm, Saturday - 12:00 to 7:00 pm M-F.
PURPOSE: Route Pedestrians around broadcast van

Leatrice Ringer, 1724 W. Main; Greenwood starting at Main to Illinois - Growth Ave Main to Morrison; 7-12-83 for Growth Ave and 7-9-83 to 7-16-83 for Greenwood; 7:00 pm to 9:30 pm for Growth Ave and 12:00 pm to 9:00 pm for Greenwood.
PURPOSE: 1st River Festival - Nebraska Neighborhood Association

Shirley Brookshire, 4216 Robinwood Avenue; Robinwood Avenue from McKinnie to Baxter; August 20, 1983 from 6:00 pm to 2:00 am.
PURPOSE: Block Party

John Dehner Construction Company, P. O. Box 11346; North of Berry & Anthony to Wayne; 7-11-83 to 7-12-83 from 6 p.m. to 6 a.m.
PURPOSE: Installation of Sanitary Sewer

Kris Ash, 305 E. Lexington Ct.; Lexington Ct between Calhoun and Clinton; 8-13-83 from 6:00 pm to 12:00 pm.
PURPOSE: Block Party

Affordable Homes, Bill Bates, P.O. Box 5278; corner of Patrick and Louisedale, west and northbound lane; 7-13 to 7-25-83 for 12 days - 24 hours.
PURPOSE: Replacing portion of intersection

Dr. James Taylor, Help Inc., Flat Rock Rd, Monroeville; 7-17-83 from 6:30 am to 10:00 am; Clinton to Lafayette, barricades on both sides.
PURPOSE: Three Rivers Rainbow Run

Auburn Home Improvement, phone 925-0275; Masterson - Harrison to Hoagland for Hipskind Concrete Inc; 7-15-83 to 7-25-83 from 8:00 am to 5:00 pm.
PURPOSE: Tree Removal - partial closure only for 1 or 2 hours at a time.

Rieth Riley Construction Co., 1633 N. County Line Road, Huntertown; Woodland from Lafayette to Calhoun; 7-18-83 to 7-30-83 from 7:00 am to 4:00 pm.
PURPOSE: Curb and Walk replacement-all streets open to traffic

Brian Quandt, 2705 Hoevelwood; 216 S. Cornell Circle on July 18-22, 1983 from 8:00 am to 6:00 pm.
PURPOSE: To remove roofing

Penny Bryan, 2108 Owaissa Way, Owaissa Way between Nokomis & Manito Blvd. on Sunday July 24, 1983 from 4:00 pm to 9:00 pm.
PURPOSE: Block Party

Donna Belch, 2108 Kensington, on Kensington between State Blvd and Forest Avenue; August 7 from 2:00 to 11:00 pm.
PURPOSE: Block Party

Janet Bergman, 1238 E. Washington; Walters Street between Maumee-E. Washington; July 23, 1983 from 9:00 to 10:00 pm.
PURPOSE: Block Party

Barricade Applications: (Continued)

Pettigrew & Sons (Denny Dye), 333 Ley Road; Alley behind Washington Grade School, 1015 W. Washington Blvd on July 19, 1983 for two weeks, around the clock.
PURPOSE: Set Propane Tank - Tar Tanker - Tar Kettle

Sherry Brooks, 2810 Winter; between Colerick & Pontiac on Winter on August 13, 1983 from 3:00 pm to 7:00 pm.
PURPOSE: Block Party

Carol Collentine, 301 Arcadia Court; 300 block of Arcadia Court (between Webster and Hoagland) on July 31, 1983 from 11:00 am to 10:00 pm.
PURPOSE: Block Party

Mary Aldrich, 1848 Florida Drive; Florida Drive between Delaware and Nevada on August 14, 1983 from 11:00 am to 12:00 am.
PURPOSE: Block Party

Carol Collentine, 301 Arcadia Court; 300 block of Arcadia Court (between Webster & Hoagland) on July 31, 1983 from 11:00 am to 10:00 pm.
PURPOSE: Block Party

Doug Hope, 4432 Arlington Avenue; Arlington Avenue between Clairmont and Pasedena; August 13, 1983 from 12:00 noon to 5:00 pm.
PURPOSE: Block Party

Miller Davis Company, 100 East Washington; Clinton Street between Washington & Jefferson, Jefferson between Calhoun & Clinton, Calhoun between Jefferson & Washington; May 16, 1983 through November 1, 1983 two hours at a time as needed through above dates.
PURPOSE: To block traffic in order to hoist materials to new Civic Center Parking Garage.

Land Excavating, P. O. Box 192 LaOtto IN; Riedmiller Avenue between Hale and Guthrie; July 21, 1983 for three weeks from 7:00 am around the clock.
PURPOSE: Michigan Avenue storm sewer project

Land Excavating, P. O. Box 192, LaOtto, IN; Guthrie between Riedmiller & Thompson Avenue; 7-21-83 for three weeks from 7:00 am around the clock.
PURPOSE: Michigan Avenue storm sewer project.

Eugene Norris C/O Quick Action Sewer Ser.; Pontiac and Harrison Street for July 22, 1983; undetermined time.
PURPOSE: Emergency repair of broken sewer line.

John Dehner Corporation, 1206 Clark; intersection of Wells and Third for July 25-July 29; 8:00 am July 25 5:00 pm July 29.
PURPOSE: Installation of sewer along Third Street

Jerry Mazock, 6135 Orchard Lane; on Orchard Lane between Pinewood Dr. and Broadripple for August 6, 1983 from 4:00 to 8:00 pm.
PURPOSE: Foot Race and block party.

Ben Arnold, 337 Brandriff; Hoagland at Brandriff - Bass Street at Prince - Melita and Hoagland for July 30, 1983; 8:00 am - 10:00 pm.
PURPOSE: Block Party

Rieth Riley Construction Co., Inc., 1633 N. Co. Line Road, Huntertown IN; Violet Court between Fairfield and Hoagland Ave. for July 31 to August 15, 1983 from 7:00 am to 4:00 pm.
PURPOSE: Curb and sidewalk replacement

Martin, Inc., 4315 Meyer Drive; W. Lane of Clinton between Washington and Jefferson; July 28, 1983 for one week - 7:00 am around the clock.
PURPOSE: Unloading steel

Martin Construction, 4315 Meyer Road; Jefferson between Calhoun and Clinton; July 27, 1983 for one week.
PURPOSE: Unloading of concrete

Barricade Applications: (Continued)

Land Excavating, P. O. Box 192, LaOtto, IN; Hale Ave. between Riedmiller & Phenie St. including the intersection of Hale & Riedmiller and Hale & Phenie; Aug. 1 1983 for three weeks from 7:00 am around the clock.
PURPOSE: Michigan storm sewer project

Grace United Church of Christ (Ann Colwell) 4120 S. Webster; on Webster between Branning and Lexington on August 20, 1983 from 1-7:00 pm.
PURPOSE: Ice Cream Social

PARADE PERMIT:

Suzanne Downing, Sales Director Mary Kay Cosmetics, 7365 Lakeridge Drive, Ft. Wayne, on Friday, August 12, 1983.
ROUTE: From Airport through town to Imperial House Hotel

Ft. Wayne Track Club (Bill Schmidt), 6624 Pawawna Dr. on August 20, 1983 from 7:00 am to 8:45 am; Parking lot at Georgetown; Maplecrest & State and return.

St. Nicholas Orthodox Church, 3506 Warsaw Street on Sunday, July 31, 1983 - moving religious items - 9:00 am to 9:45 am. From 3506 Warsaw to 3535 Crescent Avenue.

Trinity United Methodist Church, 609 Putnam on Monday August 1, 1983 from 6:30 pm to 7:00 pm. N.W. Corner of Putnam & Short and return - Vacation Bible School.

Pocahontas Swim Club (Mary Ross), 2619 Ojibway Trail, Annual Parade, August 7, 1983 at 1200 hrs to 1220 hrs. from Ojibway Trail to McMillen Park.

DEMONSTRATION PERMIT - K. J. Fogarty, 1142 Hartzel, Info. on Religion of Church, on July 17, 1983 from 7:00 am to 4:00 pm. Start at Cathedral Square and return.

Meeting adjourned at 10:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Attest:
Helen V. Gochenour
Helen V. Gochenour, Clerk

FRIDAY, JULY 29, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, and H. V. Gochenour, Clerk	Present
1. AWARD CONTRACT Received tabulation and recommendation prepared by Street Lighting Department Resolution No. 173-83, Street Lighting Hamilton Park Area. (CD&P)	AWARD CONTRACT TO The Weikel Line Company in the amount of $9,964.00, subject to councilmanic approval. Ordered Street Lighting Department to prepare contract documents. Prior approval also requested.
2. AWARD CONTRACT Received tabulation and recommendation prepared by Street Lighting for Resolution No. 177-83, Street Lighting Wells Street (CD&P).	AWARD CONTRACT TO T&F Construction Company in the amount of $164,694.70 subject to councilmanic approval. Ordered Street Lighting Department to prepare contract documents. Prior approval also requested.
AWARD CONTRACT 3. Received tabulation and recommendation prepapred by Street Engineering for Resolution 5987-83 Resurfacing Rudisill Blvd. (LRS Funds).	AWARD CONTRACT TO Dailey Asphalt Products Co., Inc. in the amount of $69,048.90, subject to councilmanic approval. Ordered Street Engineering to prepare contract documents. Prior approval also requested.
4. Received pay request from L. W. Dailey, Inc. (Estimate #2) in the amount of $9,990.00, Resolution 5972-83 Poplar Neighborhood, Phase II.	Approved and ordered payment from CD&P.
5. Received pay request from Hipskind Concrete Corporation in the amount of $28,551.15 Res. No. 5973-83 Hoagland/Masterson, Phase II	Approved and ordered payment from CD&P.
6. Received pay request from Gaines Construction Co., Inc. in the amount of $3,704.31, Resolution No. 5962-82 Hamilton Park Phase I.	Approved and ordered payment from CD&P.

7.	Received recommendation from WPC Engineering for sanitary sewer connection area fee for Richard W. and Kay L. Williams; recommends a 2-acre tract be subject to $475. acre. Resolution No. 313 Limberlost-Mardego.	Approved.
8.	Received Amendment to Contract, Res. No. 5972-83, Poplar Neighborhood - Phase II; add Alternate II, Fox Ave. from DeWald Street to Poplar Street - $14,766.25 (CD&P). Contractor - Dailey Asphalt Products Co.	Approved. A true copy herein incorporated. Prior approval requested.
9.	Received Amendment to Contract, Res. No. 5973-83, Hoagland/Masterson Neighborhood, Phase II; add Alternate I, Masterson Avenue from Hoagland Ave. to Harrison Street - $33,580.08 (CD&P) Contractor-Hipskind Concrete Corp.	Approved. A true copy herein incorporated. Prior approval requested.
10.	Received Amendment to Contract, Res. No. 5975-83, Hamilton Park Neighborhood Phase II; add Alternate II, Sinclair - Schilling to Leora - $21,317.05 (CD&P) Contractor-L. W. Dailey, Inc.	
11.	Received Amendment to Contract, Res. No. 5978-83, Pontiac Place Neighborhood Phase II; Add Alternate II, Colerick - from Anthony to Alexander -$39,479.25. (CD&P) Contractor - Gaines Constr. Co.	Approved. A true copy herein incorporated. Prior approval requested.
12.	Received Amendment to Contract, Res. No. 5977-83, LaRez Neighborhood VII, Phase II; add Alternate I - Butler St. from Clinton St. to Barr St. $15,517.00 (CD&P) Hipskind Concrete Corp.	Approved. A true copy herein incorporated. Prior approval requested.
13.	Received Amendment to Contract, Res. No. 5979-83, East Central IX, Phase II; add Alternate II - Hanna Street, Madison to Jefferson - $14,853.70 (CD&P) Contractor - Gaines Construction Co.	Approved. A true copy herein incorporated. Prior approval requested.
14.	Received Amendment to Contract, Res. No. 5981-83, Oxford Neighborhood IX, Phase ii; add Alternate II Colerick - John to Weisser Park - $11,812.50 (CD&P) Contr. Hipskind Concrete Corp.	Approved. A true copy herein incorporated. Prior approval requested.

15.	Received Amendment to Contract, Res. No. 5983-83, Memorial Park Neighborhood, Phase II; add Alternate I, Fletcher Avenue - both sides from Maumee to Alliger Street, Contractor - Hipskind Concrete Corporation- $21,828.50 (CD&P)	Approved. A true copy herein incorporated. Prior approval requested.
16.	Received request from Traffic Engineering for replacement of North Wall of Traffic Engineering Sign Shop at 1710 South Lafayette Street to advertise for bids. Bonar & Associates, Inc.	Approved. Assigned B.O. #112-83. Advertised Notice to Contractors Friday August 5 & 12, 1983 Receive Bids August 24, 1983 at 9:00 a.m. Ordered Traffic Engineering to prepare Bid documents.

Meeting adjourned at 10:00 am

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

WEDNESDAY, AUGUST 3, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins
H. V. Gochenour, Clerk

Present

1. RECEIVE BIDS:

Resolution No. 5974-83, Penn Central Bridges on Lafayette Street.

Huguenard/Schenkel	$169,500 12,500
Martin Construction	164,315 9,833
O'Rourke Construction	87,700
Richard Ness	130,949 13,000
Engineer's Est.	180,000 9,000

Contingent upon Postal recommendation.

2. Resolution 5988-83, Resurface Fairfield, River Forest, Hessen Cassel

Brooks Construction	$218,230.26
Dailey Asphalt	211,987.40
Rieth-Riley Constr.	228,431.00
Moellering Constr.	234,678.25
Wayne Asphalt	206,463.24
Engineer's Est.	257,851.00

Award Contract on Friday, August 5, 1983 at 9:00 a.m.

Prior approval requested.

3. AWARD CONTRACT

Received recommendation and tabulation from Street Light Engineering for Res. No. 174-83 for lights in the Hoagland-Masterson Neighborhood. (CD&P)

AWARD CONTRACT to The Weikel Line Company in the amount of $10,528.80, subject to councilmanic approval. Ordered Street Light Engineering to prepare contract documents. Prior approval also requested.

4. AWARD CONTRACT

Received recommendation and tabulation from Street Light Engineering for Res. No. 175-83 for lights in the Poplar Neighborhood. (CD&P)

AWARD CONTRACT to The Weikel Line Company in the amount of $8,249.55, subject to councilmanic approval. Ordered Street Light Engineering to prepare contract documents. Prior approval also requested.

5.	Received request for payment from Three Rivers Barricade Emergency Res. No. 73-70-6, 1200 E. Wash. Ctr. Rd., in the amount of $373.32.	Approved and ordered payment from Account 345 006 BWCP 4431.
6.	Received request for payment from Three Rivers Barricade Emergency Res. No. 73-67-2, 4900 N. Clinton, in the amount of $409.19.	Approved and ordered payment from Account 345 006 BWCP 4431.
7.	Received request for payment from Three Rivers Barricade Emergency Res. No. 73-85-31, 6500 N. Clinton Street, in the amount of 374.01.	Approved and ordered payment from Account 345-006 BWCP 4431.
8.	Received request for payment from Clyde E. Williams & Assoc., Inc., Crescent Avenue Improvements, Project M-F312, for engineering services for period 4-30-83 to 6-30-83, in the amount of $4,835.05 and $9,258.61, survey and design services.	Approved and ordered payment from LR&S 138 972 0006 4431.
9.	Received pay request from Tomco Construction Company Inc., Res. No. 5967-83, Pontiac Place I/Greater McMillen I, in the amount of $29,348.99.	Approved and ordered payment from CD&P.
10.	Received pay request from Gaines Construction Company, Res. No. 5931-82 Nebraska Neighborhood, Phase VII, in the amount of $3,788.80, plus retainage of $1,256.34, final payment. Work completed in satisfactorily manner.	Approved and ordered payment from CD&P.
11.	Received pay request from Moellering Construction Co., Inc., Res. No. 5985-83, Lafayette St. Corridor, in the amount of $13,777.20.	Approved and ordered payment from 1 38 972 003 94 431
12.	Received pay request from Earth Construction Company for Partial Payment #3 (final) Cook Road Ind. Park, Contract 82-XP-3, in the amount of $2,357.90 plus retainage $2,157.60.	Approved and ordered City Utilities Accounting to pay and charge to W.O. 63530.
13.	Received pay request from Wayne Asphalt Construction Co., Inc., Est. #4, in the amount of $40,496.85, Res. No. 5959-82, Resurfacing Calhoun, N. Wash. Rd. & Fairfield.	Approved and ordered payment from Account 1 38 972 002 54 431

14.	Received pay request from Hipskind Concrete Corporation, Res. No. 5932-82 LaRez Neighborhood Phase V, in the amount of $204.75.	Approved and ordered payment from CD&P.
15.	Received pay request from Brooks Construction Company, Est. #3, in the amount of $107,088.64, Res. No. 5968-83 Asphalt Resurfacing Group 1.	Approved and ordered payment from Account #138 972 003 64 431.
16.	Received pay request from Brooks Construction Company, in the amount of $50,416.56, Res. No. 5952-82 Resurfacing 3rd Councilmanic District (Bond Issue).	Approved and ordered payment from Account #3 95 006 595 24 431.
17.	Received pay request from Brooks Construction Company, in the amount of $43,902.22, Res. No. 5948-82, Resurfacing 6th Councilmanic District (Bond Issue).	Approved and ordered payment from Account #3 95 006 594 84 431.
18.	Received pay request from Wayne Asphalt & Construction Co., Est. #8, in the amount of $1,874.02, Res. No. 5944-82 Asphalt Resurfacing (Lindenwood, Portage, Branning).	Approved and ordered payment from Account #1 38 972 003 14 431.
19.	Received pay request from Wayne Asphalt & Construction Co., Est. #8, in the amount of $47,477.45, Res. No. 5949-82, Asphalt Resurfacing 5th Councilmanic District.	Approved and ordered payment from Account #3 95 006 594 94 431.
20.	Received pay request from Wayne Asphalt & Construction Co., Est. #9, in the amount of $8,366.84, Res. No. 5953-82 Asphalt Resurfacing 2nd & 4th Councilmanic Districts.	Approved and ordered payment from Account #3 95 006 595 34 431.
21.	Received pay request from Diane E. Beynon, PHD, for archaeological study Cook Road Industrial Park, in the amount of $1,143.80.	Approved and ordered payment from City Utilities Accounting W.O. 63637.
22.	Received pay request from Howard Needles Tammen & Bergendoff for professional engineering services in the amount of $7,267.51, WPC Plant Expansion AWT Project C180774-03.	Approved and ordered City Utilities Accounting to pay as follows: Due by check $6,177.38 Due by note 1,090.13

23.	Received Street Engineering Resolution No. 5989-83, Barr Street Improvement (Jefferson to Main). (CD&P)	Approved and adopted. A true copy is herein incorporated. Advertise Notice to Contractors on August 12 & 19, 1983, Friday Receive Bids on Wednesday, August 31, 1983 at 9:00 a.m. Ordered Street Engineering to prepare bid documents.
24.	Request from Water Resources to pay for oversizing cost to a 12" main for Foxchase Condominium on North Clinton Street, estimated cost $7000-8,000, (Misc. Project).	Approved.
25.	Request from Water Engineering to extend 330' of water main on Holbrook Drive, estimated cost is $9,200. (Misc. Project).	Approved.
26.	Received report from Water Engineering on Spanish Trail water main installation. Recommends receiving invitational bids with the Utility paying cost of extending 300' of 8" main on Bello Drive from San Pedro to Spanish Trail at a cost of $5,380 from 1983 Capital Budget Funds (Misc. Projects), petitioners share - $2,178 each.	Approved and requested Water Engineering to proceed with plans to receive invitational bids.
27.	Received pay request from Scheidleman Excavating, Inc. in the amount of $38,559.68 , Contract 83-XP-1 Leo Road Water Main Extension.	Approved and ordered City Utilities Accounting to make payment.
28.	Received Board of Public Works Contract for Special Attorney Services, between City Utilities and Robert L. Thompson, Jr. with maximum reimbursement of $15,000.	Approved and a true copy is herein incorporated.
29.	Received the following sidewalk permits: 3907 Central Bob Houser 3901 Central Bob Houser 2237 VerSaille Village Gerald R. Baker	Approved and permits issued.

30.	Received the following Street Lighting Petitions: Street lights on Vance Avenue from Parnell Avenue to North Side Drive. Alley light at 416 Packard Avenue.	Approved and ordered Street Light Engineering to investigate and report.
31.	Received Sanitary Sewer Petition on Getz Road from Wilkie Drive to Lois Lane.	Approved and ordered WPC to investigate and report.
32.	Received Sidewalk Petition for 2727 Central Drive from Pontiac Place South to McKee.	Approved and ordered Street Engr. to investigate and report. Issued B.O. #119-83.
33.	Received Petition for Street Name Change from Illsley Drive to Illsley Place (1101 Illsley to 1330 Illsley).	Approved and referred to Traffic Engineering. Issued B.O. #118-83.
34.	Received the following street cut permits:	Approved and permits issued.

Ft. Wayne Water Utility	W.Side Alpine Ave & South Packard Ave.
NIPSCO	7375 South Anthony Blvd.
	405 Archer
	Baker St. 165' E. centerline of Harrison
Bercot & Gibson Constr.	1900 Block of Beacon
NIPSCO	953 E. Berry St.
C.U.	On Berry at Clay
NIPSCO	3224 Bowser Ave.
C.U.	Calhoun & Lennox
NIPSCO	3101 Central Drive
C.U.	5005 Charlotte Ave.
	7412 Clingman's Trail
NIPSCO	2117 Colerick St.
	303 and 327 S. Creighton Ave.
	132 E. Dewald St.
C.U.	431 W. Dewald
	1134 Dodge
	2735 Dodge
NIPSCO	On Dumont, beside 1605 Benham Dr.
	7911 Euclid Ave.
	1309 Ewing
	2423 Fairfield Ave.
	5612 South Harrison St.
	700 Hayden St.
Ft. Wayne Water Utility	N. Side Hollis Lane & E. of Fairfield
NIPSCO	2810 Knightsbridge Place
	2814 Knightsbridge Place
	2821 Knightsbridge Place
	Oakley between Dewald and Taylor
	1321 Ohio Street
	3530 Oliver St.
C.U.	1625 Main St.
	Monroe & Wiebke
	2206 Pleasant

Street Cut permits - continued

NIPSCO	1814 E. Pontiac
C.U.	728 Poplar
	5009 Reed St.
NIPSCO	3934 Robinwood
	340 W. Rudisill Blvd.
	On Rudisill, 70' W.W. R/W of Fairfield
C.U.	3582 St. Joe Ctr. Rd.
	2924 Schaper Dr.
Golden Rule Sewer Svc.	1815 Tecumseh
NIPSCO	2237/2239 Versailles Village Place
	1315 Wall St.
C.U.	221 E. Wallace
	630 W. Washington Blvd.
	Washington & Harrison
	Washington & Rockhill
	W. Washington Ctr. Rd. & Sharon
C.U.	4410 Wayne Trace
NIPSCO	201 E. Wildwood Avenue
C.U.	On Winter at Pontiac St.
	4800 Blk. Woodhurst Blvd.
NIPSCO	209 W. Woodland Ave.
C.U.	244 E. Woodland

EMERGENCY CUTS

NIPSCO	4130 South Anthony
	7002 Bluffton Rd.
	1309 Ewing
	1718 Howell
	1100 Jackson St.
	Lower Huntington & Bradbury
	1500 Oakland
	3000 E. Pontiac
	5826 Rivera
	902 W. Rudisill Blvd.
	728 E. Wayne St.

35.	Received Release of Retainage - St. Joe Study Area C-180599-06, Res. No. 311-80, L. W. Dailey, Contractor; amount released $11,050, reducing principal amount to balance of zero.	Approved and executed "Authorization for Payment".
36.	Received Change Order #1 (Final) Cook Rd. Industrial & Research Ctr., Contract No. 82-XP-3 Earth Construction & Engr., Inc. decrease of $207.10.	Approved and order sent to Council for approval.

Meeting adjourned at 11:15 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Helen V. Gochenour

Attest: Helen V. Gochenour, Clerk

THURSDAY, AUGUST 4, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 3:30 p.m.

S. A. Bailey, B. R. Collins, Helen V. Gochenour, Clerk	Present
1. HEARING OF CONFIRMATION OF ASSESSMENT ROLL Street Lighting Resolution 162-82, Installation of ornamental street lighting on Lough Nest Drive from North Washington Road to its northern terminus.	Confirmed. Ordered sent to the Department of Finance. Time up to receive remonstrances Monday, August 1, 1983. No remonstrances were received.
2. Received request from Street Engineering to proceed with plans and specifications for Clinton Street Traffic Barrier.	Approved. Issued B.O. 121-83.

Meeting adjourned at 3:45 p.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Helen V. Gochenour

Attest: Helen V. Gochenour, Clerk

FRIDAY, AUGUST 5, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, and
T. A. Morris, Clerk Pro Tem

Present

1. AWARD CONTRACT

Received recommendation and tabulation from Street Engineering for Asphalt Resurfacing, Resolution No. 5988-83 for Fairfield, River Forest & Hessen Cassel Road (LRS)

AWARD CONTRACT TO Wayne Asphalt in the amount of $206,463.24, low bidder, subject to councilmanic approval.

Ordered Street Engineering to prepare contract documents.

Prior approval requested.

Meeting adjourned at 9:10 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Attest T. A. Morris
T. A. Morris, Pro Tem Clerk

EMERGENCY BOARD MEETING
AUGUST 8, 1983
MONDAY

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910 City County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, and Present
H. V. Gochenour, Clerk

1. EMERGENCY RESOLUTION 73-139-1

WHEREAS, the Water Pollution Control Maintenance Department has been required to reconstruct a large number of catch basins for the resurfacing program of the City of Fort Wayne; and

WHEREAS, the exact quantity of twelve (12) inch cast iron traps required to purchase was unknown and the cast iron traps now in stock is found to be insufficient to complete the resurfacing program; and

WHEREAS, the immediate purchase of forty (40) of the twelve (12) inch cast iron traps is necessary to prevent any construction delays in the resurfacing program.

NOW, THEREFORE, the Board of Public Works declares that an emergency does exist to immediately purchase the required number of cast iron traps and directs the following actions to be taken.

1. The Water Pollution Control Maintenance Department shall prepare and submit a purchase requisition to the Purchasing Department for said iron traps.
2. The Purchasing Department shall, upon the receipt of this purchase requisition, immediately procure said iron traps.

Adopted this 8th day of August 1983.

Meeting adjourned at 9:15 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Attest: Helen V. Gochenour
Helen V. Gochenour, Clerk

WEDNESDAY, AUGUST 10, 1983

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins,
H. V. Gochenour, Clerk

Present

1. RECEIVE BIDS:

Contract 83-W-1
Fourth St. Railroad Spur Renovation

Award contract Wednesday, August 17, 1983 at 9:00 a.m.

John Dehner	$31,350.00
Land Excavating	16,200.00
Moellering Const.	18,000.00
Eng. Est.	13,440.00

2. RECEIVE BIDS:

Contract No. 83-XP-2
Maplecrest 16" Feeder Main

Award contract Wednesday, August 17, 1983 at 9:00 a.m.

All Star Const.	49,375.00
Bercot, Inc.	55,802.00
Butler & Butler	59,430.00
John Dehner	60,662.00
Scheidleman Exc.	53,197.70
T-G Excavating	57,831.40
Eng. Est.	59,637.50

3. RECEIVE BIDS:

Resolution 1030-83
Water Main Installation on Morrell Drive

Award contract Wednesday, August 17, 1983 at 9:00 a.m.

All Star Const.	14,458.00
Bercot, Inc.	17,340.00
Butler & Butler	22,350.00
John Dehner	18,305.00
Scheidleman Exc.	15,521.07
T-G Excavating	16,404.10
Eng. Est.	17,453.75

4. RECEIVE BIDS:

Resolution 5969-83
Ellen Ave. pavement & curb repair

Award contract Friday, August 12, 1983 at 9:00 a.m.

RECEIVE BIDS - Res. 5969-83 cont. Dailey Asphalt 55,210.50 John Dehner 54,431.75 Gaines Const. 60,574.00 Eng. Est. 62,559.00	Award contract Friday, August 12, 1983 at 9:00 a.m. Prior approval requested August 17, 1983
5. RECEIVE BIDS - City of Fort Wayne bareland tract Barr St., Lot 2 and the N. 10' of Lot 3 in Hanna's Addn. Washington Blvd. Co. $35,100.00 Appraisals received from Larry D. Misner & Associates $31,500 Appraisals received from Sturges, Griffin & Trent & Co. $39,000	Awarded sale to Washington Boulevard Company
6. Received pay request invoice No. 7100 from the Indiana Department of Highways for Railroad Crossing Project #RRS-F920 (1) at east Washington Blvd. in the amount of $17,274.60.	Approved and ordered payment from 138-972-0018-4431.
7. Received pay request from Spear-Dehner Inc., in the amount of $204,801.81, for resolution 5984-83, Dikes Nebraska Neighborhood Area.	Approved and ordered payment from 1983 Federal Revenue Sharing Funds.
8. Received pay request from L. W. Dailey, Inc. in the amount of $12,919.50 for resolution 5975-83, Hamilton Park Neighborhood, Phase II. (Estimate #1 - Alternate #1).	Approved and ordered payment from CD & P.
9. Received pay request from L. W. Dailey, Inc. in the amount of $14,889.88 for resolution 5975-83, Hamilton Park Neighborhood, Phase II (Estimate #2 - Base Bid)	Approved and ordered payment from CD & P.
10. Received pay request from Land Excavating, Inc., for resolution 387-83, "Michigan Avenue Storm Sewer" in the amount of $144,846.62 with $14,484.62 to be held as retainage in an escrow account, Lincoln National Bank Escrow Agent.	Payments made from Sewer Relief Fund. Ordered CD & P to make payment 50% due from CD & P $72,423.08 (a) 40% due from Sewer Relief Fund to contractor $57,938.46 (b) 10% retainage to escrow acct. from Sewer Relief Fund $14,484.62
11. Received pay request from National Serv-All in the amount of $30,000 for yearly survey on services - Penalty & Reward Sections of contract for additional Zone #3, Zone #2 previously paid for.	Approved and ordered paid as per Garbage Contract.
12. Received pay request from Allen County Highway Department in the amount of $5,283.65 representing City's share for construction of the left turn lanes on W. Jefferson Blvd. at Getz Road & at Covington Road per agreement with the Board of Commissioners of Allen County dated August 13, 1982.	Approved and ordered paid from misc. capital improvement fund #3-45-006-BWC-P4-431.

13.	Received recommendation for letter of acceptance from Water Engineering on Contract 7908 (amended) Woodlands of Riverside.	Acceptance letter written.
14.	Received recommendation from Street Engineering for replacement of curbing (B. O. 93-83) at 909 Ferguson Avenue. Total cost $480.00 with property owners sharing 50%-50%.	Approved. Ordered Street Engineering to add to miscellaneous list.
15.	Received report from Street Engineering regarding curbs at 4422 S. Wayne. They did not recommend partial curb replacement.	Ordered Street Engineering to advise property owner of decision which Board is in agreement and requested that they send petition.
16.	Received recommendation for letter of acceptance from Water Engineering on Contract #82-XP-3 for Cook Road Industrial Park.	Acceptance letter written.
17.	Received Agreement Amendment from Bonar & Associates, Inc. for Ground Storage Water Reservoir Pumping Facilities - EDA project. Agreement stipulates lump sum amount of $83,000 for basic services and a set 40 hour week for Resident Services not to exceed $28,000.	Approved and ordered sent to Common Council on August 23, 1983
18.	Received contract from Gaines Construction Company, Inc., Res. 5978-83, for curbs, sidewalks, wingwalks and drive approaches on Central, Euclid & McKee Streets in the amount of $ $67,448.25.	Approved and ordered sent to Common Council on August 23, 1983.
19.	Received Contract from T & G Excavating, Inc. for Contract No. 389-1983, Phase I, Camp Ellen Drive Repair, DSR-047086, in the amount of $16,921.50.	Approved and ordered sent to Common Council on August 23, 1983.
20.	Received contract from Gaines Construction Company, Inc., Res. 5979-83, curbs, sidewalks, wingwalks & drive approaches for Hugh Street, Hanna Street, known as East Central IX, Phase II in the amount of $76,924.50.	Approved and ordered sent to Common Council on August 23, 1983.
21.	Received report from Street Engineering that all work on curbs and sidewalks for Res. 5931-82 has been completed satisfactorily and accepted.	Approved.
22.	Received recommendation from Street Eng. Dept. that installation of sidewalk at 118-120 W. Concord Lane be replaced. Total cost $1,896.00.	Approved. Ordered Street Engineering to advise owner and add this to misc. job list at 60/40% cost participation per Board of Works policy.
23.	Received recommendation from Street Dept. on petition for installation of sidewalk on Buell Drive from 4400 blk. to Pasadena. The estimated cost is approximately $1,000.00 which would be 100% City responsibility.	Approved. Ordered Street Engineering to add to miscellaneous list.

24. Received contract from Moellering Const. Company on Resolution 5985-83, Lafayette Street Corridor from Pontiac to R.R. Overpass (1600 blk.) for improvements in the amount of $182,175.93.

Approved and ordered sent to Common Council on August 23, 1983

25. Received letter from Shoaff, Parker & Keegan regarding possible vacation of Ewing Street between Main St. and Pearl Street near downtown Fort Wayne.

Sent request to City Plan to investigate.

26. Received the following Driveway Applications

Approved and permits issued.

2719 Knightbridge	Star Builders
3907 Central	Robt. J. Houser Const.
304 Woodland	Reith-Riley Const.
915 Aurora Knoll Ln.	Holida Homes
2237-2239 Versailles Village Place Lot 18	Gerald Baker
3901 Central	Robt. J. Houser
3511 Kirkwood	Graber & Graber
717 Osage	Roussel Concrete Const.
3523 Meda Pass	Ned Keener Const.
2801 Knightbridge	Worthman Homes
1218 Kinsmoor Ave.	Richard Andrews
7409 Avalon Dr.	Ned Keener Const.

27. Received the following Sidewalk Applications:

Approved and permits issued.

400 W. Main	Zimmerman Exc.
1218 Kinsmoor	Richard Andrews
1000 Calhoun St.	Miller-Davis Co.
907 Cottage	Landis Const.
2301 Forest Pk. Blvd.	Roussel Concrete Const.
1609 Circle Dr.	Ned Kenner Const.

28. Received ditch petition for drains on California Rd. (Bi-Pass) South between Goshen Road and Harris Road.

Ordered WPC Engineering to investigate.

28. Received Amended Agreement for Sewer Extension for Vocational Service Center Sanitary Sewer Extension between City and Association for Retarded Citizens of Allen County, Inc. from WPC.

A true copy herein incorporated.

Duly entered for taxation 6/28/83
Auditor of Allen County

30. Received the following Street Cut Applications.

Approved and permits issued.

7900 Blk. Amherst	C.U.
1725 Annette	"
1231 S. Anthony Blvd.	"
2724 S. Anthony Blvd.	NIPSCO
7105 Ardmore Ave.	"
7105 Ardmore Ave.	C.U.
4416 Avondale	"
5212 Bedrock Ct.	"
Bluemist Rd. Bore from - E. to W. R/W at a pt. 150' N. of Nightfall	General Telephone Co.
7002 Bluffton Rd.	NIPSCO
2828 Warsaw on Boltz	"
1031 Broadway	"
Brown and Cozy Ct.	C.U.
2705 Busche Dr.	NIPSCO

30. Continued

2106 Catalpa St.	NIPSCO	Approved and permits issued.
5011 Christopher Ln.	C.U.	
4747 Coldwater Rd.	NIPSCO	
on Collins Drive		
Columbia & Coliseum	C.U.	
Winter to Anthony to Pontiac (on Creighton	NIPSCO	
6312 Decatur Rd.		
Forest Park School	Lengacher Const.	
Fellowship Bible Church	152 E. Dewald St.	
809 Donnell Ave.	NIPSCO	
Edsall N. of Harvester Ave.	"	
1309 Ewing	"	
Gay St. N. @ Pontiac	C.U.	
1308 Hanna	NIPSCO	
6118 Hessen Cassel	C.U.	
1718 Howell St.	NIPSCO	
Indianapolis Rd. & Baer Field Thruway	GTE	
5724 Inland Trail	C.U.	
1100 Jackson St.	NIPSCO	
2708 John St.	"	
1824 Kinsmoor	C.U.	
2719 Knightbridge Pl.	NIPSCO	
2813 Knightbridge Pl.	"	
2806 Knightbridge Pl.	"	
2726 Knightbridge Pl.	"	
Lafayette St. (bet. Pontiac & Murray	C.U.	
1208 E. Lewis	NIPSCO	
Liggett Dr.	Fort Wayne Water Utility	
3022 Lillie	C.U.	
Lower Huntington Rd. @ Bradbury Ave.	NIPSCO	
2401 Lower Huntington	"	
2500 Lower Huntington	C.U.	
708 Madison	NIPSCO	
1714 W. Main	C.U.	
422 W. Masterson	NIPSCO	
Michigan Ave.	C.U.	
2703 New Haven Ave.	NIPSCO	
1500 Oakland St.	"	
Parnell Ave. s/o E. State St.	GTE	
921 Pelham Dr.	NIPSCO	
717 Pelham Dr.	"	
2701 Pennsylvania	C.U.	
402 Perry Ave.	"	
3000 E. Pontiac	NIPSCO	
Pontiac (bet. Calhoun & Anthony)	"	
2616 Harrison	Quick Action Sewer Svc.	
1820 Reckeweg Rd.	C.U.	
2626 Reed St.	"	
1517 River Run Ct.	"	
4719 River Run Ct.	NIPSCO	
902 W. Rudisill Blvd.	"	
2415 Smith Street	C.U.	
3700 E. State St.	"	
100 W. Washington	NIPSCO	
728 E. Wayne	"	
1300 E. Wayne	C.U.	

30. Continued

Wayne W. @ Clinton	C.U.
500 Wiebke	NIPSCO
Weisser Park N. @ Pontiac	C.U.
7813 Weymouth Court	NIPSCO
5430 Winchester Rd.	"
Woodbine Ave. W. Holton	

Emergency Cuts

Coldwater w/side of Washington Ctr. 100	GTE
7222 Cranberry	NIPSCO
2804 Farnsworth	"
1012 LaFort	"
150' S. of US 14 on	"
Reckeweg	"
745 Taylor	"
2711 Winter	"

31.	Board recommends sale of G. E. Generator at the Hosey Dam. The Generator is no longer being used.	Purchasing Department ordered to handle disposition of this equipment.
32.	Received contract from T & G Excavating Inc. for Contract No. 389-83, Phase II, Repair of 18" Combination Sewer East of 1120 St. Mary's Avenue, DSR-044828 in the amount of $6,115.30.	Approved and ordered sent to Common Council on August 23, 1983.

Meeting adjourned at 10:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Attest: Helen V. Gochenour

Helen V. Gochenour, Clerk

FRIDAY, AUGUST 12, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting Held at 9:00 a.m.

S. A. Bailey, B. R. Collins,
Helen V. Gochenour, Clerk

Present

1. AWARD CONTRACT

Received tabulation and recommendation prepared by Street Engineering Department for Resolution 5969-83, Ellen Avenue pavement & curb repair. (Revolving Barrett Law Project)

AWARD CONTRACT to John Dehner, Inc. in the amount of $54,431.75, subject to councilmanic approval.
Issued P.O. to Street Engineering for $6,255.90 for engr. and inspection.
Prior approval also requested.
Ordered Street Engineering to prepare contract documents.

2. Received contract for Hamilton Park Area, Resolution 173-83 in the amount of $9,964.00; Contractor, The Weikel Line with performance bond, for street lighting.

Approved.

Ordered sent to Common Council on Tuesday, August 23, 1983.

3. Received contract for Street Lighting Resolution No. 174-83, Hoagland-Masterson Neighborhood; Contractor, The Weikel Line in the amount of $10,528.80 with performance bonds.

Approved.

Ordered sent to Common Council on Tuesday, August 23, 1983.

4. Received contract for Street Lighting Resolution No. 175-83, Poplar Neighborhood; Contractor, The Weikel Line in the amount of $8,249.55 with performance bonds.

Approved.

Ordered sent to Common Council on Tuesday, August 23, 1983.

5. Received pay request from Gibson, Tourney, Kim, Inc. in the amount of $7,920.00 for professional services on Civic Center Parking Garage, Phase II.

Approved and ordered Department of Finance to process payment.

6. Received pay request from Miller-Davis Company in the amount of $386,121.00 for the Civic Center Parking Garage, Phase II.

Approved and ordered Department of Finance to process payment.

7. Received recommendation from City Controller, Civic Center Parking Garage, Phase II, for Miller-Davis Company for overpayment of retention.

Approved.

"Authorization for Payment" executed in the amount of $78,835.00 to Miller-Davis Company, Lincoln National Bank.

8. Received the following Driveway Applications:

Approved and permits issued.

1010 Washington Center Road Brooks Construction (Commercial)
1010 Washington Center Road Brooks Construction (Parking Lot)

Meeting adjourned at 9:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

WEDNESDAY, AUGUST 17, 1983

DEPARTMENT OF PUBLIC WORKS
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins,
J. Wilson, Sr.
Helen V. Gochenour, Clerk

Present

1. RECEIVE BIDS

Street Improvement Resolution No. 5982-83, Curbs, Sidewalks, Catch Basins & Pavement - Greater McMillen Phase II.

Dailey Asphalt	$98,469.00
John Dehner, Inc.	104,465.25
Gaines Construction	95,912.00
Huguenard/Schenkle	102,232.25
Moellering Construction	100,932.00
Rieth-Riley	107,498.50
Yoder & Yoder	89,689.00
Engineer's Estimate	105,354.50

Award Contract on Friday, August 19, 1983 at 9:00 a.m.

Prior approval requested.

2. AWARD CONTRACT

Received tabulation and recommendation prepared by Water Engineering for Contract No. 83-W-1, Fourth Street Railroad Spur Renovation. (CD&P)

AWARD CONTRACT to Land Excavating in the amount of $16,200, subject to councilmanic approval.
Ordered Water Engineering to prepare Contract documents.

3. AWARD CONTRACT

Received tabulation and recommendation prepared by Water Engineering for Contract No. 83-XP-2 Maplecrest 16" Feeder Main.

AWARD CONTRACT to All Star Construction in the amount of $49,375, subject to councilmanic approval.
Ordered Water Engineering to prepare Contract documents.

4. AWARD CONTRACT

Received tabulation and recommendation prepared by Water Engineering for Resolution No. 1030-83, Water Main Installation on Morell Drive.

AWARD CONTRACT to All Star Construction in the amount of $14,458, subject to councilmanic approval.
Ordered Water Engineering to prepare Contract documents.

5. Received pay request from Land, Inc., Res. 364-82 Group Three Sewer Repairs (Eligible) in the amount of $22,665.86, Final Retainage, Completion Affidavit & Maintenance bond included with invoice. DSR Contractor approved by Bonar & Assoc.

Approved and ordered City Utilities to pay invoice.

Ordered WPC to investigate and report.

6. Received pay request from Land, Inc. Res. 364-82 Group Three Sewer Repairs (ineligible) in the amount of $4,482.14, Final Retainage. DSR Contractor approved by Bonar & Associates.

Approved and ordered City Utilities to pay invoice.

7. Received pay request from T-G Excavating Res. 363-82, Group 6B, Terminal Ponds & Sludge Lagoons, No. 8, in the amount of $43,246.20; DSR Contractor approved by Bonar & Associates.	Approved and ordered City Utilities to pay invoice
8. Received pay request from John Dehner, Inc. Res. 374-82, Third Street Sewer Repairs, in the amount of $100,161.01. DSR Contractor approved by Bonar & Associates.	Approved and ordered City Utiltiies to pay invoice. John Dehner, Inc. $100,161.01 Lincoln Nat'l Bank Escrow Account 5,271.63
9. Received pay request from HNTB in the amount of $2,731.92 for construction engineering services, WPC Plant Expansion Div. I C-180538-01.	Approved and ordered City Utilities to pay invoice.
10. Received pay request from Clyde E. Willaims & Associates in the amount of $1,788.60 for Project HES-MG-HHS-200-9 Construction Engr. Coliseum Boulevard Signal Interconnect.	Approved and ordered payment from LRS Acct. 13897200114431.
11. Received pay request from Hipskind Concrete Corporation, Res. No. 5977-83, LaRez Neighborhood VII, Phase II, in the amount of $23,733.00.	Approved and ordered payment from CD&P
12. Received pay request from Turnbell Engr. Co., Inc., Improvement of Runnion-Leesburg-Lindenwood R.R. Crossings, Group 4, Phase I, in the amount of $3,595.00.	Approved and ordered payment from Acct. LRS 402 138 338 20 4265
13. Received pay request from Dailey Asphalt Products Co., Inc., Res. 5971-83 Asphalt Resurfacing Group, in the amount of $65,951.66.	Approved and ordered payment from Acct. 138 972 003 84 431 P.O. A-26322
14. Received pay request from Dailey Asphalt Products Co., Inc., Res. No. 5958-82, Asphalt Resurfacing (Bond Issue), in the amount of $31,627.95.	Approved and ordered payment from Acct. 3 95 006 595 84 431 P.O. A 21744
15. Received pay request from John Dehner, Inc. Res. No. 5950-82 State Blvd Improvement Clinton to Parnell, for $18,303.62 (retainage); Completion Affidavit submitted.	Approved and ordered payment from Acct. 1 38 972 002 34 431 Ordered Street Engineering to investigate.
16. Received pay request from Dailey Asphalt Products Co., Inc. Res. 5951-82 Resurfacing 1st Councilmanic District, in the amount of $24,709.23.	Approved and ordered payment from Acct. 3 95 006 595 14 431 P.O. A 20319

17.	Received Pay request #10 from Dailey Asphalt Products Co., Inc., Res. 5951-82 Asphalt Resurfacing 1st Councilmanic District, in the amount of $6,871.64.	Approved and ordered payment from Acct. 3 95 006 595 14 431 P.O. #A 20319
18.	Received pay request #10 from Wayne Asphalt & Construction Co., Inc. for Res. 5953-82, Asphalt Resurfacing 2nd & 4th Councilmanic Districts (Bonds), in the amount of $73,588.12	Approved and ordered payment from Account 3 95 006 595 34 431 P.O. A-20316
19.	Received pay request from National Serv-all Lakeside Construction, Res. 5960-82 Memorial Park, Phase I, in the amount of $2,597.48 (Retainage).	Approved and ordered payment from CD&P
20.	Received pay request from Butler & Butler Partial Payment No. 3, Spy Run Study Area Res. 325-80, Elkridge Addition Sanitary Sewer, in the amount of $48,506.85.	Approved and ordered payment from City Utilities Accounting.
21.	Received pay request from Wayne Asphalt & Construction Co., Inc. in the amount of $161,277.95, Res. 5949-82, Asphalt Resurfacing 5th Councilmanic District (Bond Issue).	Approved and ordered payment from Acct. 3 95 006 594 94 431 P.O. A 20320
22.	Received pay request from Yoder & Yoder Concrete Contractors, Res. 5966-83, Oxford Hanna Creighton Phase VII, in the amount of $53,169.63.	Approved and ordered payment from CD&P
23.	Received pay request from Rieth-Riley Construction Co., Inc., #4 Estimate, Res. No. 5933-82 Hanna-Creighton Phase VI, in the amount of $75,729.21.	Approved and ordered payment from CD&P
24.	Received Street Engineering Resolution No. 5990-83 Concrete Median Barrier (2100 N. Clinton) - Revenue Sharing Fund.	Approved and adopted. A true copy is herein incorporated. Advertise Notice to Contractors on August 26 & September 2, 1983. Receive Bids on Wednesday, September 14, 1983 at 9:00 a.m. Ordered Street Engineering to prepare bid documents.
25.	Received Contract from Wayne Asphalt & Construction Co., Inc., Res. 5988-83, Fairfield Ave., River Forest Dr, Hessen Cassel Road (Resurfacing) in the amount of $206,463.24, with bonds.	Approved and order sent to Common Council on Tuesday, September 13, 1983.

26.	Received Sewer/Water Easement for Vacation of East-West Alley North of One Summit Square.	Approved and adopted. A true copy is herein incorporated.
27.	Received report from Water Engineering, Village of Buckingham, B.O. 73-83 Contract No. 8303; water main has been completely installed by North Eastern Enterprises, Inc., pressure-tested & placed in service.	Approved. Ordered Acceptance Letter written.
28.	Received report from Water Engineering, Village of Buckingham, B.O. 106-80 Contract No. 8011; water main has been completely installed by North Eastern Enterprises, Inc., pressure-tested & placed in service.	Approved. Ordered Acceptance Letter written.
29.	Received report from Street Engineering, Asphalt Resurfacing on East Fairfax (1800 to 2100 Block); street is in excellent condition - recommend that no action be taken.	Approved.
30.	Received report from Street Engineering, on petition for curbs & sidewalks on Prospect Ave. from Hanna to Griswold, B.O. 94-83; recommends total replacement at approx. cost $35,000 60/40% split with City & property owners - City's share 40%.	Approved. Project to be done in 1984.
31.	Received Sanitary Sewer Agreement - Foxchase Condominium - Leo Road (south of Concordia Gardens).	Approved and adopted. A true copy is herein incorporated. Sent to Common Council on Tuesday, September 13, 1983.
32.	Received Sewer Construction Permit for Foxchase Condominium, Phase I.	Approved. Issued B.O. 126-83
33.	Received Postal Service Agreement between City & Postal Service for demolition of four (4) railroad bridges and one (1) foot bridge. Lafayette Street between Brackenridge & Murray Streets.	Approved. A true copy is herein incorporated.
34.	Received Change Order No. I, Poplar Neighborhood, Phase I, Res. No. 5964-82, with National Serv-All; Net increase $2,605.70.	Approved. Sent to Common Council on Tuesday, September 13, 1983
35.	Received the following sidewalk Applications: 2414 Knollridge Dr. — Lebrato Brothers 2417 Knollridge Dr. — Lebrato Brothers 2420 Knollridge Dr. — Lebrato Brothers 2421 Lynn Avenue — Kessel Construction 5824 Sandra Lee Ln. — Lebrato Brothers 2808 Evans — Nathan Jones	Approved and permits issued.

36.	Received the following Driveway Applications: 4915 Indiana Avenue — Harry Bean Constr. 600 West Main St. — Irmscher & Sons Inc. 1301 W. Wash. Blvd. — The 13th Step House 5520 Distribution Dr. — Felderman Constr. Inc. 5520 Distribution Dr. — Felderman Constr. Inc. 5824 Sandra Lee Ave. — Lebrato Brothers	Approved and permits issued.
37.	Received Street Lighting Petition for 3500-3600 Euclid and 3500-3600 Central, standard type lighting.	Approved and ordered Street Lighting Engineering to investigate and report.
38.	Received Curb petition on French Avenue from Webster St. to Hoagland Avenue.	Approved and referred to Street Engineering to investigate & report. Issued B.O. #127-83.
39.	Received Notice of Assessment for Cook Road Industrial Park, Water Main Contract No. 82-XP-3.	Approved. A true copy is herein incorporated.
40.	Received recommendation for acceptance of Completion Affidavit from Weikel Line Co., Res. No. 171-83 Poplar (Street Lighting).	Approved.
41.	Received recommendation from Street Lighting for acceptance of Completion Affidavit from N. G. Gilbert, Res. No. 169-83, Hamilton Park.	Approved.
42.	Received recommendation from Street Lighting for acceptance of Completion Affidavit from T&F Construction Corp. of Indiana, Res. No. 170-83, Hoagland-Masterson.	Approved.
43.	Received recommendation from Street Lighting for acceptance of Completion Affidavit from Weikel Line Co., Res. No. 172-83, Memorial Park.	Approved.
44.	Received recommendation from Street Lighting for acceptance of Completion Affidavit from The Weikel Line Co., Res. No. 168-83, East Central N.S.A.	Approved.
45.	Received recommendation from Water Engineering for unanticipated work on Contract No. 83-01 Maplecrest Water Tank Rehabilitation; estimated additional cost $1,600-2,000 by Contractor Neumann Co.	Approved and ordered Water Engineering to proceed with necessary additional work.

46.	Received recommendation from Street Engineering on Miscellaneous Invitational Bids - 3421 Inwood, 1900 Lake Ave., Stratton Rd. & Coldwater Rd., Leroy & Glenwood, St. Joe River Dr. & Anthony, Kenwood & Rolston, 1203 North Anthony; P.O. to be issued to Gaines Construction Co., Inc. in the amount of $3,164.95 and should state that if they fail to comply with stipulated construction schedule, the purchase order will be null and void.	Approved. Issued Purchase Order No. A-28323
47.	Received the following Light Orders:	
	#5120 Marcy Lane from 2429 to 2720 #5121 McMillen Pk. Dr. #5122 Priscella Lane between McMillen Dr. & Marcy St.	Approved and issued B.O. #128-83 for ornamental lighting.
48.	#5103 Install three alley lights between Gay St. & John St. 2700 and 2800 blocks.	Approved.

Meeting adjourned at 11:00 a.m.

Stephen A. Bailey, Chairman

Jack Wilson, Sr., Member

Betty R. Collins

Betty R. Collins, Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

FRIDAY, AUGUST 19, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

	S. A. Bailey, J. Wilson, Sr., H. V. Gochenour, Clerk	Present
1.	AWARD CONTRACT Received tabulation and recommendation prepared by Street Engineering Department for Res. 5982-83, Greater McMillen Phase II, for curbs, sidewalks, catch basins & pavement (CD&P)	AWARD CONTRACT to Yoder & Yoder in the amount of $89,689, subject to councilmanic approval. Ordered Street Engineering to prepare contract documents. P.O. in amount of $6,255.90. Prior approval also requested.
2.	AWARD CONTRACT Received tabulation and recommendation prepared by Street Engineering Department for Res. 5969-83, Ellen Avenue pavement and curb repair. Revised bid analysis - it was moved that we rescind the award to John Dehner, Inc., due to an error submitted in their computation.	AWARD CONTRACT to L. W. Dailey, Inc. in the amount of $55,210.50, subject to councilmanic approval. Ordered Street Engineering to prepare contract documents. Prior approval also requested.
3.	Received pay request from Gaines Construction Company, Inc., Res. No. 5979-83 East Central IX, Phase II, in the amount of $13,359.24.	Approved and ordered payment from CD&P.
4.	Received pay request from Gaines Construction Company, Inc., Res. No. 5979-83 East Central IX, Phase II, in the amount of $46,053.86.	Approved and ordered payment from CD&P.
5.	Received pay request from Alt & Witzig Project M-F720(1) Rudisill Blvd. (Lafayette to Harrison) P.O. A 26439, in the amount of $523.50.	Approved and ordered payment from 1 38 972 000 74 431
6.	Received pay request from Alt & Witzig Project M-F720(1) Rudisill Blvd. (Lafayette to Harrison) P.O. A 26439, in the amount of $1,143.50.	Approved and ordered payment from 1 38 972 000 74 431
7.	Received pay request from Tank Industry Consultants for inspection, Contract No. 83-01 Maplecrest Tank, in the amount of $620.00.	Approved and ordered payment from City Utilities Accounting.

8.	Received Change Order No. 2, Res. 357-82 Berry-Begue, DSR, from T-G Excavating Inc., in the amount of $20,996.50 (Increase). FEMA	Approved. Order sent to Common Council on Tuesday, September 13, 1983.
9.	Bonar & Associates presented Change Order No. 1 on Res. 386-83, Berry Street Sewer Abandonment; Increase of $31,665.99. (John Dehner, Inc.) DSR	Approved. Order sent to Common Council on Tuesday, September 13, 1983.
10.	Bonar & Associates presented Change Order No. 1 on Res. 364-82, Sewer Repairs Group 3, Harrison St., Land Inc., DSR; Increase of $1,285.05.	Approved. Order sent to Common Council on Tuesday, September 13, 1983.
11.	Bonar & Associates presented Change Order No. 1 on Res. 373-82, Sewer Repairs Group 8, DSR, Land, Inc.; Increase of $1,012.65.	Approved. Order sent to Common Council on Tuesday, September 13, 1983.

Meeting adjourned at 10:00 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

WEDNESDAY, AUGUST 24, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins
J. Wilson, Sr.
Helen V. Gochenour, Clerk

Present

1. RECEIVE BIDS

Resolution No. 390-83, Sewer Improvement, Hazard Mitigation Project at Wastewater Treatment Plant, DSR Survey #044888

John Dehner	$ 84,491.20
Fleming Excavating	60,740.50
T-G Excavating	56,238.20
Engineer's Estimate	66,000.00

Award Contract on Wednesday, August 31, 1983 at 9:00 a.m.

Prior approval requested.

2. RECEIVE BIDS

The Sign Shop, Traffic Engineering Building, Reconstruction of north wall.

Huguenard/Schenkel	$ 31,798.00
Schenkel & Sons	34,500.00
Wendell Construction	33,800.00
Simerman Construction	32,700.00
Engineer's Estimate	32,000.00

Award Contract on Wednesday, August 31, 1983 at 9:00 a.m.

Prior approval requested.

3. Received pay request AWT Project C 180774-03, WPC Plant Expansion Invoice #61 for Howard Needles, Tammen & Bergendoff for professional engineering services in the amount of $5,268.44.

Approved and ordered City Utilities Accounting to pay:

Due by check	$4,478.17
Due by note	790.27

4. Received pay request T-G Excavating Inc., Resolution 357-82, Berry Street Begue, partial payment #7 in amount of $17,506.60 and release of escrow of $21,340.95.

Approved and ordered City Utilities Accounting to pay:

T-G Excavating	$17,506.60
Anthony Wayne Bank Escrow Account	21,340.95

Approved and issued "Authorization for Payment"

5. Received pay request from Clyde E. Williams & Associates, Inc., Crescent Avenue Improvement, Project M-F312 for engineering services, Invoice IA-9467 in amount of $5,795.20 and Invoice IA 9466 in amount of $3,700.50, survey & design.

Approved and ordered payment from Account LRS 138 972 0006 4431

6.	Received pay request from Indiana Department of Highways for project RRA-9902(6) Railroad Crossing at Lumbard Street in the amount of $11,891.43.	Approved and ordered payment from Account 138 972 0018 4431
7.	Received Sewer Construction Permit for Butler Road, WPTA-TV for Sanitary Sewer, Bercot, Inc.	Approved. Issued B.O. 130-83
8.	Received Agreement for Sanitary Sewer Extension, WPTA-TV, 3401 Butler Road.	Approved and adopted. A true copy is herein incorporated Sent to Common Council on Tuesday September 13, 1983.
9.	Received request for Sanitary Sewer Extension - Air Traffic Control Tower, Baer Field Municipal Airport.	Approved and ordered WPC to prepare plans, specifications and bid documents.
10.	Received recommendation to authorize Moellering Construction Company to proceed with resurfacing of Bridgewater Drive, Resolution 5970-83.	Approved.
11.	Received Grants of Easements for Water Contract No. 83-XP-2 Maplecrest Road Connection Feeder Main from Robert & Joan Jackson, No. 83-017575 and from Epiphany Lutheran Church, No. 83-017574.	Approved. Copies herein are incorporated.
12.	Received Notice of Water Main Extension for Leo Road Water Main Contract No. 83-XP-1.	Approved Copy is herein incorporated. Ordered Water Engineering to record.
13.	Received Building Encroachment Report on 353 W. Pontiac owned by Jeffrey E. and Marilyn A. Herman.	Approved.
14.	Received Contract for Foxchase Condominiums, Phase I, Water Contract 8301, Artisans-Stauffer, Inc. in the amount of $35,894.	Approved and order sent to Common Council on Tuesday September 13, 1983.
15.	Received Block Party Permit Form for Board's approval.	Approved.
16.	Received report from WPC Engineering on petition for sanitary sewers on Getz Rd. Subject is within CTA area of Inbalco & not City responsibility; recommends holding in file until such time as City acquires same.	Approved.

17. RESOLUTION NO. 73-158-17 Approved. A true copy is herein incorporated.

WHEREAS, Richard, Hilary J., Betty L., and David H. Birkmeier has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

> The North 1.4 feet of the East 77 feet of the first alley South of Washington Blvd., West of Fulton Street, City of Fort Wayne, Allen County, Indiana,

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public alley has been routed ghrough the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW, THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public alley hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public alley or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

18. RESOLUTION NO. 73-158-18 Approved. A true copy is herein incorporated.

WHEREAS, Daniel Weaver, has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne Allen County, to-wit:

> Beginning at a point at the Southeast corner of Lot #14 in Violands Addition; thence North along the East line of said Lot #14 a distance of 145 feet to the Northeast corner; thence West along the North lines of Lots 14 thru 17 in Violands Addition a distance of 150 feet to the Northwest corner of said Lot #17; thence North a distance of 12 feet to the Southeast corner of Lot #13 in Violands Addition; thence East along the South line of said Lot #13 to the Southeast corner; thence North along the East line of Lots 6 thru 13 in Violands Addition a distance of 270 feet to a point located on the East line of said Lot #6; thence East 7.5 feet; thence South 12 feet; thence East 7.5 feet to the Northwest corner of Lot #122 in Abbotts Outlots; thence South along the West line of Lot #82 and Lots 108 thru 112 in said Outlots a distance of 415 feet to the Southwest corner of said Lot #82; thence West a distance of 15 feet to the Point of Beginning,

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, said vacation of public alley has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utilities Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public alley hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public alley hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public alley or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

19. Received Contract Resolution No. 386-83 Berry Street Sewer Abandonment & Interconnection Project from Midwest Mole, Inc., Part A $80,000, Part B $131,860, with bonds.

Approved and order sent to Common Council on September 6, 1983 for prior approval.

20. Received the following Driveway Applications:

Approved and permits issued.

111 East Concord	Travis Gloyds Construction
2726 Knights Bridge Pl.	James Brunson, Inc.
Buescher Construction	Buescher Construction

21. Received the following Street Cut Applications.

Approved and permits issued.

2500 Barr St.	C.U.
1912 S. Calhoun	C.U.
3101 Central Drive	NIPSCO
N. side of Columbia from Coliseum	Water Eng.
7222 Cranberry Road	C.U.
2440 Fairfield	NIPSCO
2804 Farnsworth	NIPSCO
203 West Fourth	C.U.
1510 Freeman	C.U.
4750 Industrial Road	C.U.
Wilkie Dr. behind 5718 W. Jefferson	NIPSCO
1031 W. Jefferson	NIPSCO
2801 Knightsbridge Pl.	NIPSCO
1012 LaFort Street	NIPSCO
1430 Leesbrug Road	NIPSCO
1120 Maple Grove E.	C.U.
Miner & Creighton (N.W.)	C.U.
1125 Oneida St.	NIPSCO
Paulding Rd. w/o Anthony Blvd.	Gen Tel.
1224 E. Pontiac	NIPSCO
638 Putnam	C.U.
1300 block of Reckeweg Rd.	NIPSCO
5826 Riviera Dr.	NIPSCO
Shannon Dr. e/o Shell Dr.	Gen. Tel.
3718 Smith	C.U.
6306 Southcrest Rd.	C.U.
Alley North of State East of Kentucky	G&B Cons.
745 Taylor	NIPSCO
4048 Trier Rd.	NIPSCO
Virginia & West Coliseum	C.U.
2711 Winter St.	NIPSCO

Emergency Cuts

437 East Dewald	NIPSCO
1901 Drexel	"
Fairfield & Oakdale	"
1021 Forest	"
S/W corner Murray & S. Calhoun	"
5822 Sandralee	"
3314 Smith	"
Wayne & Barr n/w corner	"
200 blk. E. Wayne	"
200 East Wayne	"
200 East Wayne	"

22.	Received sidewalk permit for 2726 Knightsbridge James Brunson, Inc.	Approved and permit issued.
23.	Received the following Street Light Petitions: Alley light on existing utility pole 2944 Alexander and 2117 Colerick Streets. Street light in Winterset Addition Nightfall Winchester Rd to Blue Mist Rd. Street light in Winterset Addition Winterset Winchester Rd to Blue Mist Rd. Street light in Winterset Addition Blue Mist Rd. from Nightfall to end of street. Decorative lights on McMillen Park Drive McKinnie to Schafer Drive	Approved and ordered Street Light Engineering to investigate and report.
24.	Request to WPC Engineering to investigate existing sewer system Falstaff Sanitary Sewer Relocation and/or Rehabilitation and make recommendation to the Board.	Issued B.O. #131-83.
25.	Received Completion Affidavit from T-G Excavating, Inc., Res. 371-82 Phase I-A Pump Station Elimination.	Ordered WPC to investigate and report.

Meeting adjourned 11:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson, Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

THURSDAY, AUGUST 25, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins — Present
J. Wilson, Sr.
Helen V. Gochenour, Clerk

1. EMERGENCY SEWER RESOLUTION NO. 73-161-1

WHEREAS, the City of Fort Wayne operates and maintains the sanitary sewer system in and around the City of Fort Wayne, and,

WHEREAS, during the course of operating and maintaining the said sanitary sewer system, a condition was discovered approximately 800± LF east of the St. Joe Center Road bridge at the north right-of-way line where two (2) sanitary sewer manholes are cracked, and,

WHEREAS, said cracked manholes are allowing sanitary sewage to discharge into a ditch which flows directly into the St. Joseph River, and,

WHEREAS, the Water Pollution Control Engineering Department has determined immediate repairs of said cracked manholes and subsequent pumping should be done, because it is necessary to protect the safety and welfare of the community, and,

THEREFORE, the Board of Public Works of the City of Fort Wayne hereby declares that an immediate emergency does exist to repair and investigate the condition of said cracked manholes 800± LF east of St. Joe Center Road bridge and directs the following actions to be taken with funds to be provided for by the Utility:

1. The Chief Water Pollution Control Engineer obtain firm quotations to repair and investigate the conditions of said cracked manholes.
2. The Purchasing Department issue a confirming purchase order to the contractor selected by the Board of Public Works.

APPROVED this 25th day of August 1983.

Meeting adjourned at 2:00 p.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson, Sr.

Jack Wilson, Sr., Member

Attest: Helen V. Gochenour

Helen V. Gochenour, Clerk

FRIDAY, AUGUST 26, 1983
EMERGENCY BOARD MEETING

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910 City County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, J. Wilson, Sr. Present
Helen V. Gochenour, Clerk

1. EMERGENCY SEWER RESOLUTION NO. 73-162-1

WHEREAS, The City of Fort Wayne operates and maintains the sanitary sewer system in and around the City of Fort Wayne and,

WHEREAS, during the course of operating and maintaining the said sanitary sewer system, a condition was discovered approximately 800± LF east of the St. Joe Center Road bridge at the North right-of-way line where two (2) sanitary sewer manholes are undermined, and,

WHEREAS, one of the said manholes is in immediate danger of collapsing into the adjacent creek. There is undermining of the North manhole that could also result in a collapse.

WHEREAS, the Water Pollution Control Engineering Department has determined repairs and reconstruction of said undermined manholes should be completed, because it is necessary to protect the safety and welfare of the community,

THEREFORE, the Board of Public works of the City of Fort Wayne hereby declares that emergency repairs and reconstruction is necessary and directs the following actions to be taken with funds to be provided for by the Utility:

1. The Chief Water Pollution Control Engineer obtain firm quotations to repair and reconstruct said undermined manholes.
2. The Purchasing Department issue a confirming purchase order to the contractor selected by the Board of Public Works.

APPROVED this 26th day of August 1983.

Meeting adjourned at 10:00 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:
Helen V. Gochenour
Helen V. Gochenour, Clerk

TUESDAY, AUGUST 30, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, Jack Wilson, Sr.
H. V. Gochenour, Clerk — Present

1. RECEIVE BIDS:

Invitational Bid opening, Emergency Resolution 73-162-1, St. Joe Center Road Manhole Repairs and Reconstruction. — Award Contract on Wednesday, August 31, 1983.

Bercot	$20,950
T-G Excavating	35,450
L. W. Dailey	21,125
John Dehner, Inc.	18,800
Engineer's Estimate	20,000

2. Received Plat of Hanna's Ford Place, Section 1 submitted and approved by the City Plan Commission. — Approved.

Meeting adjourned at 9:20 a.m.

Stephen A. Bailey, Chairman

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:
Helen V. Gochenour
Helen V. Gochenour, Clerk

FRIDAY, AUGUST 31, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910 City County Building
Meeting held at 9:00 a.m.

S. A. Bailey, J. Wilson, Sr.
Helen V. Gochenour, Clerk

Present

1. AWARD CONTRACT
Received tabulation and recommendation prepared by Bonar & Associates, Resolution No. 390-83, Sewer Improvement, Hazard Mitigation Project, WPC Plant, DSR Survey 044888 (FEMA).

AWARD CONTRACT to T-G Excavating, Inc. in the amount of $56,238.20, subject to councilmanic approval.

Prior approval also requested.
Ordered Bonar & Associates to prepare contract documents.

2. AWARD CONTRACT

Received tabulation and recommendation prepared by Bonar & Associates, The Sign Shop, Traffic Engineering Bldg., Reconstruction of North Wall, B.O. 112-83. (BOPW)

AWARD CONTRACT to Huguenard/Schenkel, Inc. in the amount of $31,798.
Prior approval also requested.
Ordered Bonar & Associates to prepare contract documents.

3. AWARD CONTRACT
Received tabulation and recommendation prepared by WPC Engineering for Invitational Bid, Emergency Resolution 73-162-1, St. Joe Center Road Manhole Repairs & Reconstruction. (CU)

AWARD CONTRACT to John Dehner, Inc. in the amount of $18,800.

4. Received pay request from McNamee, Porter & Seeley No. 67 (final) in the amount of $20,240.03 for Engineering Services for Water Works Improvements.

Approved and ordered City Utilities Accounting to make payment.

5. Received pay request from T-G Excavating, Inc. in the amount of $6,507.00, (final), Contract No. 82-03, DSR Cedarville Reservoir.

Approved and ordered City Utilities Accounting to make payment.

6. Received pay request No. 20 from Hagerman/Shambaugh for AWT C 180774-03 for period covering June 30, 1983 - July 31, 1983.

Approved and ordered City Utilities Accounting to make payment as follows:

	Amount due by Check	Amount due by Note
Hagerman/Shambaugh	$70,425.90	$8,285.40
Lincoln National Bank (Escrow Account)		4,142.70

7.	Received pay request No. 3 from John Dehner, Inc. in the amount of $73,670.98 for Resolution 386-83, Berry Street Sewer Abandonment & Interconnection Project DSR (final).	Approved and ordered City Utilities Accounting to make payment.
8.	Received pay request from Huguenard/ Schenkel, Inc., Resolution No. 5980-83 Pontiac Renaissance Phase II, in the amount of $18,635.38.	Approved and ordered CD&P for payment.
9.	Received pay request from Indiana Dept. of Highway, Project RRS-9902, City's portion for railroad crossing at Glasgow Ave. in the amount of $19,767.96.	Approved and ordered payment from LR&S 138-972-0018-4431
10.	Received pay request from Moellering Construction Co., Inc. in the amount of $2,677.00 for emergency street repairs at 4900 N. Clinton, Res. 73-67-2.	Approved and ordered payment from 345-006-BWCP-4431
11.	Received pay request from Moellering Construction Co., Inc. in the amount of $3,690.50 for emergency street repairs at 5900 N. Clinton, Resolution No. 73-85-31.	Approved and ordered payment from 345-006-BWCP-4431
12.	Received pay request from John Dehner, Inc. in the amount of $2,944 for emergency street repairs at 1200 East Washington Center Road, Resolution No. 73-70-6.	Approved and ordered payment from 345-006-BWCP-4431
13.	Received pay request from Moellering Construction Co., Inc. in the amount of $3,380 for emergency street repairs at 1900 St. Joe Center Road, Res. No. 73-70-7.	Approved and ordered payment from 345-006-BWCP-4431
14.	Received request for release of retainage on Res. 373-82, Group 8 Sewer Repairs in amount of $4,084.01 for Land Excavating.	Approved and ordered City Utilities Accounting to pay invoice.
15.	Received pay request from T-G Excavating, Inc. Partial Payment #6 (Final) Cook Road Feeder Main, Contract 82-XP-4 in the amount of $5,886.73.	Approved and ordered City Utilities Accounting to make payment.
16.	Received Change Order No. 1 T-G Excavating, Inc., Contract 82-XP-4 Cook Road Feeder Main; Decrease of $714.22.	Approved and order sent to Common Council September 13, 1983.

17.	Received Encroachment on City Real Estate Lot 27 of Rockhill's Second Addition, Anna Lee Saylor.	Approved. A true copy is herein incorporated.
18.	Received Rental Agreement to Allen County Economic Opportunity Council (Police Garage Bldg.) 1717 South Lafayette Street - $1.00 per year.	Approved.
19.	Received report from WPC Engineering Department on drainage ditch on California Road between Goshen & Harris Roads. WPC recommends Petitions be sent to rennovate drainage system & at least 51% of affected residents execute the petitions. (Schomburg)	Approved.
20.	Received inspection report from Water Engineering, Contract 82-XP-4, Cook Road Feeder Main; project has been completed in satisfactory condition; T-G Excavating Inc., Contractor, Completion Affidavit.	Approved. Ordered Letter of Acceptance written.
21.	Received Sewer Improvement Resolution No. 392-83, Sanitary & Storm Sewers, Cook Road Industrial Park, ITT Aerospace (Sewer Utility).	Approved and adopted. A true copy is herein incorporated. Advertise Notice to Contractors on Sept. 9 & 16, 1983, Friday. Receive bids on Wednesday, September 28, 1983 at 9:00 a.m. Ordered WPC to prepare bid documents.
22.	Received Contract No. 83-W-1 with Land Excavating, Inc., Railroad Spur Renovation along Fourth Street from Clinton eastward to north right of way of Fourth Street, in the amount of $16,200, with bonds.	Approved and order sent to Common Council on Tuesday September 6, 1983 for prior approval.
23.	Received Contract No. 1030-83 All Star Construction Co., Water Main Morell Drive, in the amount of $14,458 (Barrett Law) with bonds.	Approved and order sent to Common Council on Tuesday September 6, 1983 for prior approval.
24.	Received Contract No. 83-XP-2 All Star Construction Co., Maplecrest Road Water Main, in the amount of $49,375, with bonds.	Approved and order sent to Common Council on Tuesday September 6, 1983 for prior approval.
25.	Received request from Water Engineering for publication of project - Contract No. 83-04 A - West Jefferson Main Replacement.	Advertise Notice to Contractors on Friday, September 9 & 16, 1983 Receive bids on Wednesday, September 28, 1983. Ordered Water Engineering to prepare Contract documents.

27.	Received Board of Public Works Contract for Special Attorney Services with Robert L. Thompson, Jr. (maximum allowance $7,500); Re Cause No. 37200-S2 (General Telephone Co. end user charges).	Approved. A true copy is herein incorporated.
28.	Received Board of Public Works Contract for Special Attorney Services with Robert L. Thompson, Jr. (maximum allowance $5,000); Re PSC Cause No. 37233 (Indiana & Michigan joint petition experimental insulation financing program).	Approved. A true copy is herein incorporated.
29.	Received the following Street Lighting Petitions:	Approved.
	Street light at 6314-6320 South Calhoun.	Referred to Street Light Engineering to investigate and report.
	Alley light between Cox & Burns, 5900 block on South Harrison.	
	Street lighting improvement on Ridgewood Dr. from N. Clinton to Newport; & Traffic Sign.	B. O. 147-83 Issued to Traffic Engineering.
	Corner street light at intersection of Lynn Avenue and Santa Rosa Avenue.	
30.	Received sidewalk permit for 425 French Street - Jim Maley & Sons, Contractor.	Approved & permit issued.
31.	Received the following driveway applications:	Approved & permits issued.

7105 Ardmore	Brooks Construction
2609 Buckhurst Run	Colonial Homes
2903 Westbrook	Brooks Construction
1000 Blk. Calhoun	Miller Davis Co.
7813 Weymouth	Princeton Homes
2236 Opeeche Way	Victor Wagler Construction
7105 Ardmore	Brooks Construction

32.	Received Plat of Seneca Hills Section VI approved and submitted by City Plan Commission.	Approved.
33.	Received Contract No. 8302 Moeller Road (from Adams Center Road) Construction of 16" water main by the City of New Haven installed by City of New Haven and connected to Fort Wayne system.	Approved.
34.	Received report from Water Engineering for Water Contract 8302, Moeller Road, main has been completely installed by the City of New Haven and has been inspected.	Approved. Ordered Letter of Acceptance written.
35.	Resolution No. 5974-83, Penn Central Bridges on Lafayette Street Overpass Demolition (U.S. Postal Service).	AWARDED TO O'Rourke Construction Company, accepted by Postal Service, as low bidder in the amount of $87,700, subject to councilmanic approval. Prior approval requested. Executed Agreement with Postal Service attached for councilmanic approval.

36.	Received Agreement with Department of Natural Resources for stream gaging stations on St. Joseph River near Ft. Wayne about 3/4 mi. downstream from Ely Bridge on Mayhew Rd & Spy Run Creek in Franke Park.	Approved. A true copy is herein incorporated.
37.	Received request from Water Engineering to advertise for bids, Contract 83-XP-3 Cook Road Industrial & Research Center ITT,	Approved. Issued B.O. 132-83. Notice to Contractors on Friday, September 9 & 16, 1983. Receive bids on Wednesday, September 28, 1983 at 9:00 a.m. Ordered Water Engineering to prepare bid documents.
38.	Received request from WPC Engineering requesting Board of Works to authorize WPC Maintenance to investigate cleaning flushing program on legal drain from Crestwood through St. Joe River; and to authorize WPC Engineering to investigate storm water problems in same area.	Approved. Issued B.O. 133-83.

Meeting adjourned at 11:30 a.m.

Stephen A. Bailey, Chairman

Jack Wilson, Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

FRIDAY, SEPTEMBER 2, 1983
EMERGENCY BOARD MEETING

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910 City County Building
Meeting held at 9:00 a.m.

S. A. Bailey, J. Wilson, Sr. Present
Helen V. Gochenour, Clerk

1. EMERGENCY SEWER RESOLUTION NO. 73-169-1

WHEREAS, there are no spare cable pairs from the City-County Building to Fire Station 13; and

WHEREAS, this cable provides for connection to Fire Station 13's emergency phone backup, radio transmission lines for Police, Fire, and E.M.S. and connection to traffic signals from the City-County Building north to Fire Station 13 and the traffic signals on Coliseum Blvd.; and

WHEREAS, the east end cable for Traffic Engineering, Communications and Telecommunications lost ten cable pairs over a two week period the North End Cable Pull was delayed so that emergency replacement could be made to the East End Cable; and

WHEREAS, the North End Cable Pull must be completed before winter sets in and after cable arrives will require five to six weeks to install;

NOW THEREFORE, the BOARD OF PUBLIC WORKS hereby declares an emergency does exist and requests the Purchasing Department to receive quotes for the cost of materials necessary for our crews to lay this North End Cable Pull project.

Approved this 2nd day of September 1983.

2. Received Street Engineering Resolution No. 5993-83, Improve Pontiac Street from Lafayette Street to Anthony Blvd. by cold planning & resurfacing(CD&P).	Approved & adopted. A true copy is herein incorporated. Advertise Notice to Contractors on Friday, September 9 & 16, 1983. Receive Bids on Wednesday, Sept. 28, 1983 at 9:00 a.m. Ordered Street Engineering to prepare bid documents.
3. Received Street Engineering Resolution No. 5994-83, Improve Wells Street from First Street to Hoffman Street by cold planning and resurfacing (CD&P).	Approved & adopted. A true copy is herein incorporated. Advertise Notice to Contractors on Friday, September 9 & 16, 1983. Receive Bids on Wednesday, Sept. 28, 1983 at 9:00 a.m. Ordered Street Engineering to prepare bid documents.

4. Received Street Engineering Resolution No. 5992-83 Lafayette Street from Pontiac Street North to Murray Street Improvement - planting street trees as part of Lafayette corridor improvement project (CD&P).	Approved and adopted. A true copy is herein incorporated. Notice to Contractors on Friday, September 9 & 16, 1983. Receive bids on Wednesday, September 28, 1983 at 9:00 a.m. Ordered Street Engineering to prepare bid documents.

Meeting adjourned at 9:30 a.m.

Stephen A. Bailey, Chairman

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

WEDNESDAY, SEPTEMBER 7, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, Jack Wilson, Sr. H. V. Gochenour, Clerk	Present
1. Received pay request for Requisition No. 5966-83 Hanna/Creighton, Phase VII/Oxford VIII, from Yoder & Yoder Concrete in the amount of $17,888.95.	Approved and ordered payment from CD&P.
2. Received pay request for Requisition No. 5966-83 Hanna/Creighton, Phase VII/Oxford VIII, from Yoder & Yoder Concrete in the amount of $12,777.00 less retainage of $1,419.67 held for tree planting to be done late in Sept. or early Oct.	Approved and ordered payment from CD&P.
3. Received pay request for Resolution No. 5986-83 Cloverbrook Pavement Repair from Lakeside Construction Co. in the amount of $16,667.55.	Approved and ordered payment from Account 1-34-002-STR-R4-431
4. Received pay request for Resolution No. 5987-83 Rudisill Blvd., Resurfacing from Dailey Asphalt Products Co., Inc. in the amount of $46,942.32.	Approved and ordered payment from Account 1-38-972-000-74-431
5. Received pay request for Resolution No. 5951-82 Asphalt Resurfacing 1st Councilmanic Dist. in the amount of $17,074.03.	Approved and ordered payment from Account 3-95-006-595-14-431
6. Received pay request for Resolution No. 5971-83 Asphalt Resurfacing Group 3 in the amount of $53,899.20.	Approved and ordered payment from Account 138-972-003-84-431
7. Received pay request for Resolution No. 5967-83 Pontiac Place I/Greater McMillen I, in the amount of $29,485.12 from Tomco Construction Company.	Approved and ordered payment from CD&P.
8. Received pay request for Resolution No. 5953-82 Asphalt Resurfacing 2nd & 4th Councilmanic Districts from Wayne Asphalt & Construction (Est. #11) in the amount of $157,999.22.	Approved and ordered payment from Account 3-95-006-595-34-431
9. Received pay request for Resolution No. 5958-82 Asphalt Resurfacing (Bond Issue) from Dailey Asphalt Prod. Co., in the amount of $13,330.56.	Approved and ordered payment from Account 3-95-006-595-84-431

10.	Received pay request for Resolution No. 5976-83 Hanna-Creighton VIII, Phase II from L. W. Dailey, Inc. in the amount of $20,295.00.	Approved and ordered payment from CD&P
11.	Received pay request for Contract No. 83-01 Maplecrest Road Tank for Tank Industry Consultants, Inc. in the amount of $772.63.	Approved and ordered payment from City Utilities Accounting.
12.	Received recommendation from Street Engineering on Miscellaneous Invitational Bids-W. Concord Lane, West Crown Lane, S.E. Corner Williams & Hoagland Ave. and Van Buren & Lavina Street, P.O. to be issued to Tomco Construction Co. Inc. in the amount of $2,896.40; total bid cost $4,410 less property owner participation of $1,514. P.O. to state that if they fail to comply with the stipulated construction schedule, the purchase order will become null and void.	Approved and ordered payment from Account 3-45-006-BWC-P4-431. Ordered P.O. issued.
13.	Received recommendation from Street Engineering on Miscellaneous Invitational Bids-Paulding Road, 3804 Warsaw, 2307 Marcy Lane, 920 Milton & 4501 Oliver St, P.O. to be issued to Simerman Construction Co., Inc. in the amount of $2,817.70 and should state that if they fail to comply with stipulated construction schedule, the purchase order will be null & void.	Approved and ordered payment from Account 3-45-006-BWC-P4-431. Ordered P.O. issued.
14.	Received pay request from Bonar & Associates for Contractor Fleming Excavation, Inc. for project: Joint Levee/Rivergreenway Flood; payment in the amount of $10,309.40.	Approved and ordered payment from Controller's office.
15.	Received pay request from Gaines Construction Co., Inc. for Resolution No. 5962-82 Hamilton Park Neighborhood Phase I in the amount of $6,369.15, representing total retainage withheld on project. Report from Street Engineering recommends work has been completed and accepted.	Approved and ordered payment from CD&P.
16.	Received recommendation from Bonar & Associates, Inc. for acceptance of Completion Affidavit from Land Excavating Inc. for Resoltuion 364-82 Group Three Sewer Repairs, Harrison Street.	Approved. Ordered Acceptance Letter written.
17.	Received Grant of Easement from Arthur & Vivian Cearbaugh for water main; Water Contract No. 83-XP-2, Maplecrest Rd. Connection Feeder Main.	Approved. A true copy herein incorporated.

18.	Received claim for lost parking revenue from Allen County Public Library and Light & Breuning Realtors during Harrison Street sewer replacment project (Resolution No. 364-82 Group Three Sewer Repairs, Harrison Street). Light & Breuning Realtors $1,650; Allen County Public Library $1,280.	Approved and ordered City Utilities Accounting to pay invoices.
19.	Received Change Order #1, Cloverbrook Drive, Resolution No. 5986-83; increase to contract in the amount of $202.50; Lakeside Construction Company.	Approved. Order sent to Common Council on September 27, 1983.
20.	Received inspection report from WPC Engineering, B.O. 176-82 Golden Years Homestead, Inc. Phase III; Completion Affidavit from Porter Construction Co.; WPC recomends it be accepted as an integral part of the City's sanitary sewer system.	Approved. Ordered Acceptance Letter written.
21.	Received report from Street Engineering B.O. 119-83 Sidewalk replacement & repair petition - 2727 Central Drive; recommends holding until limits of Pontiac Place, Phase III Neighborhood Improvement project have been finalized.	Approved.
22.	Received report from Street Engineering B.O. 101-83 Sidewalk repair - 1900 block of Webster St.; advises within Hoagland/Masterson Neighborhood Improvement boundry & could be included in Phase III construction. Recommends holding until Hoagland/Masterson Phase II is finalized.	Approved.
23.	Received WPC Resolution 890-83, Wallywood Storm Sewer Improvement (Barrett Law).	Approved and adopted. A true copy is herein incorporated. Advertise Notice to Property Owners on Friday, Sept. 16 & 23, 1983. Hearing on Confirmation Thursday, Oct. 6, 1983 at 3:30 p.m. Mail Notices on Sept. 23, 1983.
24.	Received the following driveway applications. 2008 Phenie — Floyd Johnson 1120 Kensington — Gaines Construction 3717 Mulberry Rd. — Budrow, Inc. 4428 Winston Dr. — Roussel Concrete	Approved & permit issued.
25.	Received the following Street Lighting Petitions: Install light in alley between Alexander & Abbot. Light at deadend 300 block of E. Dunbar Lane.	Approved. Referred to Street Light Engineering to investigate and report.

Meeting adjourned at 10:30 a.m.

Stephen A. Bailey, Chairman

Jack Wilson Sr.
Jack Wilson, Sr., Member

Attest:
Helen V. Gochenour
Helen V. Gochenour, Clerk

FRIDAY, SEPTEMBER 10, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, Jack Wilson, Sr.
H. V. Gochenour, Clerk — Present

1. RECEIVE BIDS: Bid opening, Resolution 5989-83, Barr Street Improvements.	Award Contract on Monday, September 12, 1983. Prior Approval requested.

	Street Impr.	Landscape	Light/Elect.	Irrigation	Total
L. W. Dailey	254,121.10	11,439	51,345	7,200	324,105.10
(Alt. II)	29,584.75	1,170	11,340	1,080	43,174.75
John Dehner	299,977.05	20,476	57,310	7,260	385,023.05
(Alt. II)	34,511.25	2,640	12,837	1,083.50	51,071.75
Rieth-Riley	291,273.30	13,374.40	51,830	6,995	363,472.70
(Alt. II)	33,641.75	1,908	10,450	1,045	47,044.75
Moellering	282,704.50	22,731.20	51,345	6,930	363,710.70
(Alt. II)	33,154.25	3,091.20	11,340	1,035	48,620.45
Engineer's Est.	266,353.25	21,497	54,000	5,700	347,550.25
	31,807.50	3,300	9,400	800	45,307.50

2. Request for delay in advertising for Lafayette Corridor, Resolution No. 5992-83 Tree Planting.	Approved. Notice to Contractors on Friday, September 16 & 23, 1983. Receive bids on Wednesday, October 5, 1983 at 9:00 a.m.
3. Received Contract for Resolution No. 5974-83 Removal of Penn-Central R.R. Co. Railroad Bridges on Lafayette St. between Brackenridge & Murray Streets in the amount of $87,700, with bonds.	Approved and order sent to Common Council on Tuesday, September 27, 1983.
4. Received Resolution No. 5995-83, Wells Street Commerical Revitalization by planting trees (CD&P).	Approved and adopted. A true copy is herein incorporated. Notice to Contractors on Friday, September 16 & 23, 1983. Receive bids on Wednesday, October 5, 1983 at 9:00 a.m. Ordered CD&P to prepare bid documents. Bid packets available September 23, 1983.
5. Received Resolution No. 5996-83, Improve Central Business District by planting trees (CD&P).	Approved and adopted. A true copy is herein incorporated. Notice to Contractors on Friday, September 16, & 23, 1983. Receive bids on Wednesday, October 5, 1983 at 9:00 a.m. Bid packets available September 23, 1983.

6. Emergency Resolution 73-162-1 is rescinded and received Resolution No. 393-83, St. Joe Center Road & St. Joe Road Sanitary Sewer Repair.	Approved and adopted. A true copy is herein incorporated. Notice to Contractors on Friday, September 16 & 23, 1983. Receive Bids on Wednesday, October 5, 1983 at 9:00 a.m.
7. Received Sewer Construction Permit, W.P.C. Utility; Maplecrest Plaza, Contractor Kurtz Excavating, Inc.	Approved. Issued B.O. 140-83.
8. WPC Engineering requested extension of time for St. Joe Study Area C-180599-06; Spy Run Study Area C-180599-07; North Maumee Study Area C-180599-08; & Junk Ditch Study Area C-180599-09 (Construction Grants).	Approved and sent request for extension to State Board of Health & EPA.

Meeting adjourned at 9:30 a.m.

Stephen A. Bailey, Chairman

Jack Wilson Sr.

Jack Wilson, Sr.

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

MONDAY, SEPTEMBER 12, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

B. R. Collins, Jack Wilson, Sr.,
H. V. Gochenour, Clerk

Present

1. AWARD CONTRACT

Received tabulation and recommendation prepared by CD&P & Street Engineering Department for Resolution No. 5989-83, Barr Street Improvement. (CD&P)

AWARD CONTRACT to L. W. Dailey, in the amount of $367,279.85 (base bid and Alternate II), subject to councilmanic approval. Prior approval also requested. Ordered Street Engineering to prepare contract documents.

Meeting adjourned at 9:15 a.m.

Betty R. Collins
B. R. Collins, Member

Jack Wilson Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour, Clerk

WEDNESDAY, SEPTEMBER 14, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, J. Wilson, Sr.,
Helen V. Gochenour, Clerk

Present

1. RECEIVE BIDS

Res. No. 5990-83, Installation of concrete median barrier 2100 block north Clinton.

Gaines Construction	$13,952.50
Moellering Constr.	20,266.00
Rieth-Riley Constr.	22,466.25
Engineer's Estimate	17,684.00

Award Contract Friday, September 18, 1983 at 9:00 a.m.

Prior approval requested.

2. Received pay request from Street Engineering on invoices for engineering services performed on Community Development & Planning projects in the amount of $31,624.78 for period 1-3-83 through 7-9-83.

Approved and ordered payment from CD&P.

3. Received pay request from L. W. Dailey, Inc. Misc. Bid-Intersection of Lillian & Hench Streets in the amount of $383.83 for final estimate representing retainage.

Approved and ordered payment from Cumulative Capital Fund #345 006 BWCP 44 31, P.O. #A 17903.

4. Received pay request from Land Excavating, Inc., Res. 387-83, Michigan Avenue Storm Sewer, in the amount of $126,567.40 with $12,656.74 for retainage to be held in escrow account, Lincoln National Bank.

Payments to be made from Sewer Relief Fund:

50% due from CD&P	$63,283.70
40% due from Sewer Relief Fund to Contractor	50,626.96
10% retainage to Escrow -Lincoln Bank	12.656.74

5. Received pay request from L. W. Dailey, Inc., Est. #3, Res. 5972-83, Poplar Neighborhood Phase II, in the amount of $43,895.93.

Approved and ordered payment from CD&P.

6. Received pay request from L. W. Dailey, Inc., Res. 5972-83, Poplar Neighborhood Phase II, Alt. 2, in the amount of $12,326.45.

Approved and ordered payment from CD&P.

7. Received pay request from Hipskind Concrete Corp., Res. 5973-83, Hoagland/Masterson, Phase II, in the amount of $4,964.35 (retainage).

Approved and ordered payment from CD&P.

8.	Received pay request from Hipskind Concrete Corp., Res. 5973-83, Hoagland/Masterson Phase II, in the amount of $1,372.35; and $1,800 be retained until new trees are in place.	Approved and ordered payment from CD&P.
9.	Received pay request from Gaines Construction Co., Inc., Res. 5979-83, East Central IX, in the amount of $1,109.70.	Approved and ordered payment from CD&P.
10.	Received pay request from Gaines Construction Co., Inc., Res. 5954-82, Kensington Blvd. Island Curb Project in the amount of $35,364.60.	Approved and ordered payment from 3 45 006 BWC P 4 423, P.O. A-25448.
11.	Received pay request from Moellering Construction Co., Inc., Res. 5985-83, Lafayette Street Corridor, in the amount of $66,850.56.	Approved and ordered payment from 1 38 972 003 94 431, P.O. A 28434.
12.	Received Sewer Reimbursement from New Water/Sewer Services to Hagerman Realty Corporation for 2402-2480 Lake Ave., Park Lake Professional Center in the amount of $5,830.73.	Approved.
13.	Received Sewer Reimbursement from New Water/Sewer Services to Allen County Assoc, for Retarded, Inc. for 4821 Projects Drive & N. 185' Block B Enterprise Center from Harding, Dahm & Company, Inc., in the amount of $1,164.20.	Approved.
14.	Received request from Water Engineering for fire hydrant installation at 5025 New Haven Avenue.	Approved installation and issued B.O. No. 137-83.
15.	Received contract from T-G Excavating Inc., Res. 390-83, Hazard Mitigation Project at WPC Plant, in the amount of $56,238.20, with bonds.	Approved and order sent to Common Council September 27, 1983.
16.	Received contract from Dailey Asphalt Products Co., Inc., Res. 5987-83, Rudisill Blvd. from east property line of Harrison to South Wayne Ave., in the amount of $69,048.90, with bonds.	Approved and order sent to Common Council September 27, 1983.
17.	Received contract from L. W. Dailey Inc., Res. 5969-83, Ellen Avenue from east property line of Lakeview Dr. to west property line of Sprunger Ave., in the amount of $55,210.50, with bonds.	Approved and order sent to Common Council September 27, 1983.

18.	Received contract from T&F Construction Co, Res. 177-83, Wells Street Lighting in the amount of $164,694.70, with bonds.	Approved and order sent to Common Council September 27, 1983.
19.	Received contract from Huguenard/ Schenkel, Inc., Sign Shop at Traffic Engineering Building in the amount of $31,798.00, with bonds.	Approved and order sent to Common Council September 27, 1983.
20.	Received the following driveway applications: 7918 Weymouth Ct. — Hallmark Homes 7002 Bluffton Rd. — Affordable Homes 2803 Knightsbridge Pl. — Brandon Wood Homes 4747 Coldwater — Graber & Graber 2417 Knollridge Dr. — Lebrato Bros. 2420 Knollridge Dr. — Lebrato Bros. 4924 South Wayne — Gibson & Sons 1636 Rumsey — Ned Keener 2825 Knightsbridge Pl. — Travis Gloyd 1112 Kensington — Gaines Construction 2414 Knollridge Dr. — Lebrato Bros.	Approved and permits issued.
21.	Received Light Order for installation of street light on Elizabeth Street.	Approved.
22.	Received the following Street Lighting Petitions: Alley Light at 1806 Bayer Ave. High Intensity Light on Forest Park Blvd. & Florida Dr. Alley Light at 2127 or 2203 Juliette Ave.	Approved. Referred to Street Light Engineering to investigate and report.
23.	Received sidewalk permit for 1210 Nuttman Ave. between Beaver & Broadway.	Approved and permit issued. B.O. #145-83 issued.
24.	Pay request DSR T-G Excavating, Inc., Res. 363-Group 6B in the amount of $26,366.83, Terminal Ponds; approved by Bonar & Associates.	Approved and ordered City Utilities Accounting to pay invoice.
25.	Pay request DSR- John Dehner, Inc., Res. 374, Group 9 Third Street Sewer Repairs, in the amount of $92,780.91; approved by Bonar & Associates.	Approved and ordered City Utilities Accounting to pay invoice. John Dehner, Inc. $92,780.91 Lincoln Nat'l. Bank 4,883.21 Escrow Account
26.	Received pay request DSR - Bowen Engr. Corp., Res. 375 Group 6A Misc. Repairs, in the amount of $18,069.00; approved by Bonar & Associates.	Approved and ordered City Utilities Accounting to pay invoice.

27. Received Revised Area Connection Fee Form for St. Joe Study Area, B.O. 15-80 from WPC; and recommendation that the Board of Public Works set $700/acre fee for any developer making a connection.

Approved.

A true copy is herein incorporated.

Meeting adjourned at 11:00 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson, Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

FRIDAY, SEPTEMBER 16, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, J. Wilson, Sr. Helen V. Gochenour, Clerk	Present
1. AWARD CONTRACT Received tabulation and recommendation prepared by Street Engineering Department for Res. 5990-83, Installation of Concrete Median Barrier in the 2100 block of North Clinton (1983 Revenue Sharing Funds).	AWARDED TO Gaines Construction Co., in the amount of $13,952.50, subject to councilmanic approval. Prior approval also requested. Ordered Street Engineering to prepare contract documents.
2. Received Change Order #1, Res. 172-83, Memorial Park Area; Contractor, Weikel Line Co. (Increase $82.23)	Approved and order sent to Common Council for prior approval September 20, 1983.
3. Received Sewer Construction Permit Hillsboro Addition, Section I, Imen Bojrab, 6931 St. Joe Center Road; Leininger Excavating, Contractor.	Approved. Issued B.O. 146-83
4. Received Sanitary Sewer Extension Agreement, Hillsboro Addition, Section I, Lateral "D"; John M. & Lorraine Bojrab and Imen & Fay Bojrab.	Approved and adopted. A true copy is herein incorporated. Sent to Common Council for prior approval September 20, 1983.
5. Received Steininger Easement Documents - Agreement between City & Indiana Bank & Trust Company & Steininger Real Estate Investors - plat of Foxford's Addition - construction of building over storm sewer.	Approved. A true copy is herein incorporated.
6. Received pay request from T&F Construction Res. 177-83, Wells Street Project, in the amount of $16,324.38.	Approved and ordered payment from CD&P.
7. Received Norfolk & Western Railway Company Abondonment of Berry Street Sewer, Res. 386-83, Right of Entry.	Approved and executed. A true copy is herein incorporated.
8. Received Sewer Construction Permit East State Medical Office Storm Sewer for D. L. Roberts, Inc., 4660 W. Jefferson; Contractor Ron Lunz Excavating, Inc.	Approved. Issued B.O. 149-83.

9. RESOLUTION 73-182-9

WHEREAS, the PEOPLE'S TRUST BANK and INDIANA & MICHIGAN ELECTRIC COMPANY has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

> "the east-west alley which lies south of Wayne Street and north of Washington Boulevard from the east right-of-way line of Calhoun Street to the west right-of-way line of Clinton Street ("Alley")."

all in accordance with the terms of Section 44, of Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code, Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public alley has been routed through the following department: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public alley hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public alley hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using siad public alley or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

Approved September 16, 1983.

10. Received Change Order No. 1, Res. 375-82 Group 6A Misc. Repairs at Water Pollution Control Plant; Bowen Eng. Corp, Contractor, Increase in the amount of $900. (DSR)

Approved and order sent to Common Council on September 27, 1983.

Meeting adjourned at 9:30 a.m.

Stephen A. Bailey, Chairman

Betty R Collins

Betty R. Collins, Member

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour, Clerk

WEDNESDAY, SEPTEMBER 21, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, Jack Wilson, Sr. and Helen V. Gochenour, Clerk	Present

1.	Received pay request from Moellering Construction Co., Inc. (Est.#4), Res. No. 5970-83; Asphalt Resurfacing Group 2, in the amount of $15,267.58.	Approved and ordered payment from 138 972 003 74 431
2.	Received pay request from Spears Dehner, Inc. Est. #2, Res. 5984-83, Dikes Nebraska Neighborhood, in the amount of $72,997.20.	Approved and ordered payment from 1 34 002 BWB 34 431
3.	Received pay request from Hipskind Concrete Corp., Res. 5977-83, LaRez VII, Phase II (Amended), in the amount of $12,152.07.	Approved and ordered payment from CD&P
4.	Received pay request from Hipskind Concrete Corp., Res. 5977-83, LaRez VII, Phase II (Amended) Retainage in the amount of $1,350.23.	Approved and ordered payment from CD&P
5.	Received pay request from Hipskind Concrete Corp., Res. 5977-83, LaRez VII, Phase II in the amount of $30,247.52.	Approved and ordered payment from CD&P
6.	Received pay request from Hipskind Concrete Corp., Res. 5977-83, LaRez VII, Phase II in the amount of $4,797.83.	Approved and ordered payment from CD&P.
7.	Received pay request from G&B Construction Co., Inc., Misc. Invitational Bid, Restoration Alley Vicinity State & Kentucky, in the amount of $3,075.15.	Approved and ordered payment from 3 45 006 BWC P4 431, P.O. #A 27641
8.	Received pay request for Project M-F312 Crescent Avenue Improvements, in the amount of $925.03 and $10,030.16 to Clyde E. Williams for engineering services.	Approved and ordered payment from LRS #138-972-0006-4431
9.	Received pay request from Indiana Department of Highways for interest charges for Project ER-F704 for installation of guardrail along Tillman Rd & Project ER-F864, resurfacing of St. Joe Blvd., in the amount $29.88.	Approved and ordered payment from 345-006-BWCP-4431
10.	Received pay request from Howard Needles Tammen & Bergendoff for construction engineering services, WPC Plant Exp. Div I C-180538-01 in the amount of $2,761.96.	Approved and ordered payment form City Utilities Accounting
11.	Received pay request from Gibson, Tourney, Kim, Inc. in the amount of $214,042.00 for New Civic Center Parking Garage, Phase II. Contractor: Miller-Davis Company.	Approved and ordered Department of Finance to process payment.
12.	Received pay request from Gibson Tourney, Kim, Inc., for architectural & engineering services for Civic Center Parking Garage Phase II, in the amount of $3,520.	Approved and ordered Department of Finance to process payment.

12.	Received request from WPC Engineering to release retainage on Res. No. 352-80 Junk Ditch Study Area, Bercot, Inc., in the amount of $3,222.07 from Indiana Bank & Trust Company (Escrow Account).	Approved. "Authorization for Payment" executed.
13.	Received request from WPC Engineering to release retainage on Res. 326-80 Spy Run Study Area , Bercot, Inc., in the amount of $4,832.59 from Indiana Bank & Trust Company (Escrow Account).	Approved. "Authorization for Payment" executed.
14.	Received request from WPC Engineering to release retainage on Res. No. 340-80 North Maumee Study Area, Bercot, Inc., in the amount of $5,031.59 from Indiana Bank & Trust Company (Escrow Account).	Approved. "Authorization for Payment" executed.
15.	Received the following Driveway Applications: 2107 Phenie Ave. — Land Excavating 1923 Lawndale — Daily Asphalt 300 E. Wash. Blvd. — Ned Keener 3421 E. State Blvd. — Toscos Concrete Constr.	Approved and permits issued.
16.	Received the following Street Lighting Petitions: Lighting in alley between Hanna & Weisser Park to McKee & Colerick. Lighting on Waycross Drive from Oakwood to Homedale. Street light between 3012 & 3014 on Winter Street.	Approved and referred to Street Light Engr. to investigate and report.
17.	Received Sidewalk Petition for 3718 S. Harrison.	Approved and referred to Street Engineering to investigate and report. Issued B.O. 150-83
18.	Received Petition for construction of water main in Hacienda Village, Sections A thru F.	Approved and referred to Water Engineering to investigate and report. Issued B.O. 151-83.
19.	Received Sewer Construction Permit to Spy Run Development, Inc. for sanitary sewer at Lake Shores Extended Section II, Phase I.	Approved. Issued B.O. 153-83.
20.	Received Sewer Construction Permit to Spy Run Development, Inc. for storm sewer at Lake Shores Extended, Section II, Phase I.	Approved. Issued B.O. 152-83.

Meeting adjourned at 9:50 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

WEDNESDAY, SEPTEMBER 28, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins,
J. Wilson, Sr. and
Helen V. Gochenour, Clerk

RECEIVE BIDS

1. Contract 83-04-A
West Jefferson Water Main

All Star Construction	$ 21,300
Bercot, Inc.	21,472
John Dehner, Inc.	22,145
Fleming Excavating	21,479
T-G Excavating	26,294
Engineer's Estimate	22,200

Award Contract on Friday, September 30, 1983 at 9:00 a.m.

Prior approval requested.

2. Contract 83-XP-3, Cook Road Industrial & Research Center Water Main Extension

All Star Construction	$ 49,453.00
Bercot, Inc.	49,829.00
Butler & Butler	55,810.00
John Dehner	60,070.00
Kreager Brothers	69,434.41
Land Excavating	44,734.00
Richard Ness	46,471.49
Scheidleman Excavating	50,706.50
T-G Escavating	48,125.80
Engineer's Estimate	54,190.00

Award Contract on Friday, September 30, 1983 at 9:00 a.m.

Prior approval requested.

3. Resolution 392-83, Cook Road Industrial
Research Center Storm & Sanitary Sewer

Bercot, Inc.	$135,738.96
Butler & Butler	172,654.00
Dailey Asphalt	166,565.50
John Dehner, Inc.	180,905.17
Kreager Brothers	175,053.86
Land Excavating	136,248.15
Richard Ness	145,760.10
Scheidleman Excavating	173,671.73
T-G Excavating	157,747.86
Engineer's Estimate	216,518.50

Award Contract on Friday, September 30, 1983 at 9:00 a.m.

Prior approval requested.

4. Resolution No. 5993-83
Pontiac Street Resurfacing

Brooks Construction	$108,276.50
Dailey Asphalt	94,595.00
Moellering Construction	121,070.50
Rieth Riley Construction	116,010.00
Wayne Asphalt	107,722.00
Engineer's Estimate	121,830.00

Award Contract on Friday, September 30, 1983 at 9:00 a.m.

Prior approval requested.

5. Resolution No. 5994-83, Wells Street
Resurfacing

Brooks Construction	$ 64,719
Dailey Asphalt	52,799
Moellering Construction	66,152
Rieth Riley Construction	72,570
Wayne Asphalt	56,660
Engineer's Estimate	70,955

Award Contract on Friday, September 30, 1983 at 9:00 a.m.

Prior approval requested.

6. Received pay request from Wayne Asphalt Construction Co., Inc. (No. 12), Res. No. 5953-82, Resurfacing 2nd & 4th District (Bond Issue); in the amount of $62,064.42.

Approved and ordered payment from Account 3 95 006 595 34 431

7. Received pay request from Wayne Asphalt Construction Co., Inc. (No. 5), Res. No. 5945-82, Asphalt Resurfacing; in the amount of $5,576.76.

Approved and ordered payment from 1 38 972 003 24 431

8. Received pay request from Hagerman/Shambaugh AWT C180774-03 (No. 21); period of July 30-August 27, 1983.

Approved and ordered payment from City Utilities Accounting as follows:

	Due by Check	Due by Note
Hagerman/Schambaugh	$88,567.45	$10,419.70
Lincoln Bank (Escrow)		5,209.85

9. Received pay requests from Tank Industry Consultants, Inc., Contract No. 83-01 Maplecrest Road Tank, in the amounts of $1,240 and $310.

Approved and ordered payment from City Utilities Accounting.

10. Received pay request from T-G Excavating (Pay #10 Final) in the amount of $44,955.87 with completion affidavit. Approved by Bonar & Associates, DSR.

Approved and ordered payment from City Utilities Accounting.
Ordered Letter of Acceptance written.

11. Received recommendation from Street Engineering on Miscellaneous Invitational Bid (Indian Village Sidewalks) Opechee Way, Indiana Village Blvd., Owaissa Way, Wawonaissa Trail, Nokomis Road & Muskoday Pass; P.O. to be issued to G&B Construction in the amount of $2,821.94 & should state that if they fail to comply with stipulated construction schedule, the P.O. will become null and void.

Approved & ordered payment from Accumulative Capital Fund for Ground & Surface Improvements #345-006-BWCP-4431.

Ordered Purchase Order to be issued.

12. Received recommendation from Street Engineering on Miscellaneous Invitational Bid (Indian Village Sidewalks) Ojibway Trail, Wendigo Lane, Hiawatha Blvd., Meda Pass, Wenonah Lane, Indian Hills, Mound Pass, Manito Blvd; P.O. to be issued to G&B Construction in the amount of $2,833.64 and should state that if they fail to comply with stipulated construction schedule, the P.O. will be null & void.

Approved & ordered payment from Accumulative Capital Fund for Ground & Surface Improvements #345-006-BWCP-4431.

Ordered Purchase Order to be issued.

13. Received recommendation from Street Engineering on Miscellaneous Invitational Bid - NE & NW Corner Anthony & State, 2515 Clara Ave., 1814-15 Clara St.; P.O. to be issued to G&B Construction in the amount of $4,022.65 and should state must be completed within 30 days after date stamped on P.O.

Approved and ordered payment from Account 3 45 006 BWC P4 431.

Ordered Purchase Order to be issued.

14. Received Change Order No.1, Res. 5985-83, Lafayette Corridor Improvement from Moellering Construction, in the amount of net increase $3,543.53.

Approved.
Order sent to Common Council on Tuesday, October 11, 1983.

15. Received pay request from St. Joe Road Right-of-Way Appraisal from Ronald E. Gettel, in the amount of $9,317.19.	Approved and ordered payment from LR&S Account 138 972 0005 4431.
16. Received Contract No. 8308, Brandy Chase Cove from Maplecrest Road Westward 470+'; Contractor Trans-Am Development Corp., in the amount of $10,742.	Approved.
17. Received Contract No. 8310, North Clinton Street (Foxchase Off-Site); Contractor: Artisans-Stauffer, Inc., in the amount of $25,475.49	Approved and order sent to Common Council for prior approval.
18. Received Contract 8309, Lake Shores Extd. Sec. II, PH. I; Contractor: Spy Run Development, Inc., in the amount of $2,970.	Approved,
19. Received Inspection Report from WPC Engineering, St. Joe Interconnect Interceptor, Res. No. 317-80 McAdams & Auer Highland Grove; John Hartman Construction; WPC recommends it be made an integral part of the City's Sewer System.	Approved and ordered Acceptance Letter written.
20. Received Inspection Report from WPC Engineering, Res. 311-80, Ranchwood, St. Joe Study Area; L. W. Dailey, Inc.; WPC recommends project is acceptable and should be made an integral part of the City's Sewer System.	Approved and ordered Acceptance Letter written.
21. Received report from Traffic Engineering on Petition for Speed Limit Sign at Clinton & Ridgewood for traffic east bound, recommending a work order be written for the installation.	Approved.
22. Received report from Street Engineering on Petition for sidewalk at 1210 Nuttman Ave.; City Cost $112.50, P.O. Cost 337.50.	Approved.
23. Received Property Ownership List - Junk Ditch Study Area, Res. Nos. 341, 342, 345, 347, 348, 350, 351-80.	Approved. A true copy is herein incorporated.
24. Received following Driveway Applications: 817 Anderson — Wayne Asphalt 1326&34 W. Foster Parkway — Graystone Constr. 6318 & 6320 S. Calhoun — Jet Contracting Corp. 628 Goshen Rd. — Victor Wagler 1136 St. Joe River Dr. — Wayne Johnson Constr. 4010 Weisser Park — Steve McComb	Approved and permits issued.
25. Received following Street Light Petitions: Standard street light on Lillie from Oxford to Rudisill Alley light on Beaver Ave. from Kinsmoor to Nuttman Standard street lighting from 2101 Freeman to 3425 Freeman Temporary street lighting from 1405 Oakland to 1437 Oakland.	Approved & ordered Street Lighting Engineering to investigate & report.

26. Received the following Curb Petitions:	Approved and referred to Street Engineering to investigate & report.
New curbs on Dodge Ave from Rolston to Beacon.	Issued B.O. #156-83
Replace curbing on Lynn Ave, Leroy Ave., Hubertus (50% Property Owner & 50% City cost).	Issued B.O. #157-83

Meeting adjourned at 10:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson, Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour, Clerk

FRIDAY, SEPTEMBER 30, 1983

DEPARTMENT OF PUBLIC WORKS
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins,
J. Wilson, Sr. and
Helen V. Gochenour, Clerk

Present

1. AWARD CONTRACT

Received tabulation and recommendation prepared by Water Engineering for Contract 83-04-A, West Jefferson Water Main.

AWARD CONTRACT to All Star Construction in the amount of $21,300, subject to Councilmanic approval.
Prior approval also requested.
Ordered Water Engineering to prepare contract documents.

2. AWARD CONTRACT

Received bid tabulation and recommendation from Water Engineering on Contract 83-XP-3 Cook Road Industrial & Research Center Water Main Extension.

AWARD CONTRACT to Land Excavating Co. in the amount of $44,734, subject to councilmanic approval.
Prior approval also requested.
Ordered Water Engineering to prepare contract documents.

3. AWARD CONTRACT

Received bid tabulation and recommendation from WPC Engineering for Res. No. 392-83 Cook Road Industrial Park, ITT AEROSPACE Sanitary & Storm Sewers (Sewer Utility).

AWARD CONTRACT to Bercot, Inc., in the amount of $135,738.96, subject to councilmanic approval.
Prior approval also requested.
Ordered WPC Engineering to prepare contract documents.

4. AWARD CONTRACT

Received bid tabulation and recommendation from Street Engineering for Res. No. 5993-83 Pontiac Street Resurfacing (CD&P and L.R.S Funds).

AWARD CONTRACT to Dailey Asphalt Prod. Co., in the amount of $94,595, subject to councilmanic approval.
Prior approval also requested.
Ordered Street Engineering to prepare contract documents.

5. AWARD CONTRACT

Received bid tabulation and recommendation from Street Engineering for Res. No. 5994-83, Wells Street Resurfacing (CD&P and L.R.S. Funds).

AWARD CONTRACT to Dailey Asphalt Prod. Co., in the amount of $52,799, subjec to councilmanic approval.
Prior approval also requested.
Ordered Street Engineering to prepare contract documents.

6. Received Amended Street Engineering Res. No. 5993-83, Pontiac Street Resurfacing to change the source of funding (CD&P and LRS Funds).	Approved. A true copy is herein incorporated.
7. Received Amended Street Engineering Res. No. 5994-83, Wells Street Resurfacing to change the source of funding (CD&P and LRS Funds).	Approved. A true copy is herein incorporated.
8. Received Notice to Proceed & Letter of Acceptance for Res. 5974-83, Lafayette St. Overpass Demolition under Contract No. 209954-83 from U.S. Postal Service in the amount of $102,437.60.	Approved.
9. Received Quit-Claim Deed whereby the City quit-claims to Ethel Brewer the following described real estate: Lot 10 L.M. Jones Subdivision of Out Lot 1 Commissioner Addition to Laselleville, IN.	Approved and a true copy herein incorporated. Ordered George Martin, Attorney at Law, to have same recorded. Laid in Transcript [illegible]
10. Received Contract from Yoder & Yoder Concrete Co., Res. 5982-83, Greater McMillen, Phase II (Fruehauf Dr.) in the amount of $89,689.00, with bonds. (CD&P)	Approved and order sent to Common Council on October 11, 1983.

Meeting adjourned at 10:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson, Sr.

Jack Wilson, Sr.

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

WEDNESDAY, OCTOBER 5, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins,
J. Wilson, Sr. and
Helen V. Gochenour, Clerk

Present

1. RECEIVE BID

Resolution No. 5992-83, Lafayette Corridor Improvement, Planting Street Trees.

Award Contract on October 7, 1983 at 9:00 a.m.
Prior approval requested.

Huguenard/Schenkel	$ 46,582.00
Exterior Design	57,555.00
Lawn & Turf Landscaping	44,277.05
Maxwell Tree Expert	50,821.68
Engineer's Estimate	49,077.50

2. Resolution No. 5995-83, Wells Street Commercial Revitalization.

Award Contract on October 7, 1983 at 9:00 a.m.
Prior approval requested.

Hueguenard/Schenkel	$19,524.37
Exterior Design	40,835.00
Landmark Design Landscape	18,645.75
Lawn & Turf Landscaping	18,819.78
Engineer's Estimate	21,506.00

3. Resolution No. 5996-83, Tree Planting, Central Business District

Award Contract on October 7, 1983 at 9:00 a.m.
Prior approval requested.

Huguenard/Schenkel	$177.67)	
Exterior Design	289.67)	
Landmark Design	272.48)	Average Unit Cost
Lawn & Turf Landscaping	226.00)	
Engineer's Estimate		

4. Resolution No. 393-83, St. Joe-St. Joe Center Road Repair & Reconstruction

Award Contract on October 7, 1983 at 9:00 a.m.
Prior approval requested.

Bercot, Inc.	$ 18,900
John Dehner, Inc.	16,850
T-G Excavating	14,047
Scheidleman Excavating	18,540
Engineer's Estimate	11,300

5.	Received Misc. Invitational Bid, Lower Huntington Rd, Wells St., S.W. Corner Forest & California, Tomco Construction Co., Inc., P.O. A 27438, in the amount of $3,474.17. Invoice submitted by Street Engineering.	Approved and ordered payment from 3 45 006 BWC P4 431
6.	Received pay request from Moellering Construction Co., Inc., Res. 5970-83 Asphalt Resurfacing Group 2 for $20,653.62 (retainage). Completion Affidavit received & Street Engineering has inspected and determined all work completed satisfactorily.	Approved & ordered payment from 138-972-003-74-431 Ordered Letter of Acceptance written.
7.	Received pay request from Rieth-Riley Construction Co., #1, Res. 5963-82, LaRez VI, Alt II Suttenfield, in the amount of $26,452.30.	Approved & ordered payment from CD&P.
8.	Received pay request from Rieth-Riley Construction Co., #1, Res. 5963-82, LaRez VI, Base, in the amount of $34,276.50.	Approved & ordered payment from CD&P.
9.	Received pay request from Tomco Construction Co., Res. 5967-83, Pontiac/Greater McMillen, Phase I, in the amount of $8,858.76.	Approved & ordered payment from CD&P.
10.	Received pay request from L. W. Dailey, Inc., Res. 5976-83 Hanna-Creighton VIII, Phase II, in the amount of $43,465.50.	Approved & ordered payment from CD&P.
11.	Received pay request from Wayne Asphalt & Construction Co., Inc., Res. 5988-83, Asphalt Resurfacing, in the amount of $16,478.48 (Est. #1).	Approved & ordered payment from 1 38 972 004 04 431
12.	Received pay request from Street Engineering, Res. 5984-83, Dikes Nebraska Nei. Area, for technical services labor, in the amount of $504.	Approved & ordered payment from 134 002 BW83 4431, P.O. A-28225
13.	Received report from Water Engineering, Lakes of Buckingham, North, Contract No. 8305, water main has been installed by Scheidleman Excavating & pressure tested and in service.	Approved. Ordered Letter of Acceptance written.
14.	Received Sanitary & Storm Sewer Construction Permits for Sawmill Woods, prepared and approved by WPC Engineer; Contractor - Geiger Developing, Inc.	Approved. Issued B.O. 161-83 (Storm) Issued B.O. 162-83 (Sanitary)

15. Received Contract No. 8311, Sawmill Woods from Water Engineering in the amount of $12,510; Contributor: Sawmill Woods Development Corp.

Approved.

16. Received Special Street Permit, Maplecrest Plaza Entrance Drive (Brandy Chase Cove) from Street Engineering; Contractor: Trans Am Development Corporation.

Approved.

17. Received Special Street Permits, Village of Buckingham, Section I (Chichester Lane & Tunbridge Crossing from Street Engineering; Contractor: North Eastern Enterprises.

Approved.

18. Received Change Order No. 1, Res. No. 5974-83, Lafayette St. Overpass Demolition; O'Rourke Construction Company as Contractor; Increase of $9,812.00.

Approved and order sent to Common Council on October 25, 1983.

19. Received inspection report from Water Engineering, Lakes of Buckingham-South, Contract No. 8306, Scheidleman Excavating Water Engineering advises water main has been completely installed and pressure-tested and placed in service.

Approved.
Ordered Letter of Acceptance written.

20. Received report from Street Engineering on sidewalk petition at 3718 S. Harrison with recommendation it be replaced at 75% property owner $262.50; 25% City - 87.50.

Approved.

21. Received the following driveway applications. Approved and permits issued.

2001 Brooklyn Ave.	Brooks Construction
3207 Maxim	Wilmer Peterson
1031 Maxine	Bradbury Enterprises
817 W. Wildwood	Kirk Sheeler Concrete
3417 E. State Blvd.	Moellering Construction

22. Received the following street lighting petitions:

Approved and referred to Street Light Engineering to investigate and report.

Install street light at 1929 Reckeweg Rd.
Light in alley between Buell Dr & Hoagland Ave. (3900 block)
Install street light 4000 block Webster St.
Install street light on Jonquil from Delray to Exeter
Install street light 4300 Warsaw Street
Install street light on Winter Street from Ventura Ln. to Paulding Road
Install alley light on Winter & McCulloch from Eliza to Wabash R.R. Tracks
Install street light on Kinnaird Ave. (1015)
Install street light at 1900 block Webster St. from Masterson to Williams
Install street lights on East State Blvd. from S. Wayne to Berkley Ave.
Install street light at Branning & Old Mill Road
Install street light on John Street from 2304 to 2425 John Street.
Install Alley light on John Street from 2407 through 2400 block John St.
Install street lights between Corvalis and Cle Elum Drive on Remington Drive.

23. Received sidewalk petition for 2133 and 2117 Brown Street.	Approved and referred to Street Engineering to investigate & report. Issued B.O. 164-83.
24. Received inspection report and Final Assessment Roll prepared by Street Lighting Department for Resolution No. 163-82, Edgeknoll Lane, Ornamental Lighting.	Approved. Advertised Notice of Assessment on Friday, October 14 & 21, 1983. Hearing on Confirmation of Assessment Roll, November 3, 1983. Notices mailed October 21, 1983.
25. Received Change Order No. 1, Res. No. 5976-83, Hanna-Creighton VIII, Contractor L. W. Dailey, Inc.; net increase of $9,700.	Approved and order sent to Common Council on October 25, 1983.

Meeting adjourned at 10:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

WEDNESDAY, OCTOBER 5, 1983
SPECIAL EMERGENCY MEETING

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 3:00 p.m.

S. A. Bailey, B. R. Collins, Jack Wilson, Sr. and H. V. Gochenour, Clerk — Present

1. The purpose of the meeting was to discuss and ratify certain agreements made by the City of Fort Wayne with respect to the Kekionga Development Economic Bonds Project and they are as follows:

(a)	Certification of Resolutions of the Board of Public Works of the City of Fort Wayne, Indiana, by the Clerk of the Board of Public Works.	Approved and a true copy is herein incorporated.
(b)	Letter of Indemnification between the City of Fort Wayne and Kekionga Development Corporation.	Approved and a true copy is herein incorporated.
(c)	Agreement between the City of Fort Wayne and Kekionga Development Corporation to purchase from Community Development Corporation real estate located at 1818 Research Drive, Ft. Wayne, to assist in bringing Micro Source, Inc., and its manufacturing operation to Fort Wayne.	Approved and a true copy is herein incorporated.
(d)	Agreement between the City of Fort Wayne and Community Development Corporation to purchase from Brunswick Corporation real estate located at 1818 Research Drive, Ft. Wayne, Indiana to assist in bringing Micro Source, Inc. and its manufacturing operation to Fort Wayne.	Approved and a true copy is herein incorporated.

Meeting adjourned at 3:30 p.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

THURSDAY, OCTOBER 6, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 3:30 p.m.

S. A. Bailey, B. R. Collins, J. Wilson, Sr. and H. V. Gochenour, Clerk	Present

1. HEARING ON CONFIRMATION:

Storm Sewer Improvement Resolution No. 890-83, Wallywood.	Second Public Hearing on Thursday October 20, 1983 at 3:30 p.m.
Time up to receive remonstrance is October 17, 1983, at 5:00 p.m.	

Meeting adjourned at 4:00 pm.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson Sr.

Jack Wilson, Sr., Member

ATTEST:

Helen V. Gochenour

Helen V. Gochenour, Clerk

FRIDAY, OCTOBER 7, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City County Building
Meeting held at 9:00 a.m.

B. R. Collins, Jack Wilson, Sr. and H. V. Gochenour, Clerk	Present
1. AWARD CONTRACT Received tabulation and recommendation prepared by Community, Development & Planning for Lafayette Corridor Improvement, Resolution No. 5992-83, Planting Street Trees for the City of Fort Wayne. (CD&P)	AWARD CONTRACT to Lawn & Turf in the amount of $44,277.25, low bidder, subject to councilmanic approval. Prior approval also requested.
2. AWARD CONTRACT Received tabulation and recommendation prepared by Community, Development & Planning for Resolution No. 5995-83, Well Street Commercial Revitalization for the City of Fort Wayne. (CD&P)	AWARD CONTRACT to Lawn & Turf in the amount of $18,819.78, second low bid because low bid did not have bid packet complete; omitted affirmative action form. Bid subject to councilmanic approval. Prior approval also requested.
3. AWARD CONTRACT Received tabulation and recommendation prepared by Community, Development & Planning for Resolution No. 5996-83, Tree Planting, Central Business District for the City of Fort Wayne. (CD&P)	AWARD CONTRACT to Huguenard/Schenkel, Average Unit Bid of $177.67, low bidder, subject to councilmanic approval. Prior approval also requested.
4. AWARD CONTRACT Received tabulation and recommendation prepared by WPC Engineering for Res. No. 393-83, St. Joe Center Rd.-St. Joe Road, Sanitary Sewer Reconstruction and Repair for the City of Fort Wayne. (Sewer Utility)	AWARD CONTRACT to T-G Excavating Company, Inc., in the amount of $14,047.00, subject to councilmanic approval. Prior approval also requested.
5. Received Street Lighting Petitions: Install Alley light 2024 Broadway Install two Alley lights 2500 block Winch St.	Approved and referred to Street Light Engineering to investigate and report.
6. Received pay request from Wayne Asphalt Constr. Co. in the amount of $19,436, Res. No. 5953-82 Resurfacing 2nd & 4th Councilmanic Districts, Pay Estimate #13).	Approved and ordered payment from 3 95 006 595 34 431

Meeting adjourned at 9:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

WEDNESDAY, OCTOBER 12, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, Jack Wilson, Sr. and H. V. Gochenour, Clerk	Present
1. Received pay request, Res. 5963-83, LaRez Neighborhood VI, Est. 2,(Final) from Rieth-Riley Construction Co., Inc., in the amount of $1,710.00 (Alt.II-Suttenfield).	Approved and ordered CD&P to make payment.
2. Received pay request, Res. 5963-83, LaRez Neighborhood VI Est. 2 (Final) from Rieth-Riley Construction Co., Inc., in the amount of $2,430.00.	Approved and ordered CD&P to make payment.
3. Received pay request, Res. 5985-83, Lafayette Street Corridor Improvement, Est. 3, from Moellering Construction Co., Inc., in the amount of $48,608.98.	Approved and ordered payment from Account 1 38 972 003 94 431; P.O. A 28434 - $19,372.24 Ordered CD&P to make payment 29,236.74
4. Received pay request - Res. 390-83, Hazard Mitigation Project WPC Plant, DSR 04488 from T-G Excavating, Inc., in the amount of $17,028.00	Approved and ordered payment from City Utilities Accounting.
5. Received pay request, Res. 5975-83, Hamilton Park Neighborhood, Phase II, L. W. Dailey, Inc., in the amount of $16,524.00. (Alt. II Sinclair-Schilling to Leora).	Approved and ordered payment from CD&P.
6. Received Miscellaneous Invitational Bid Analysis S. for Pavement Restoration adjacent 4117 Dalewood Dr., Hastings & Sherborne Corner Restoration for - Mergy Construction, Inc. from Street Engineering; P.O. to state that all construction be completed 30 days from date of P.O. or purchase order will be null and void.	Approved and ordered payment from 345-006-BWCP-4431. Order Purchase Order issued.
7. Received Miscellaneous Invitational Bid Analysis S. for 515 E. Pettit Ave., Pavement replacement N.W. Corner Colerick & Anthony from Street Engineering; for Mergy Construction, Inc.; P.O. to state that all construction be completed 30 days from date of P.O. or purchase order will be null and void.	Approved and ordered payment from Accumulative Capital Fund for Ground & Surface Improvements #345-006-BWCP-4431. Purchase Order to be issued.
8. Received pay request, Res. 389-83 Phase III, Repair 15" sewer in Alley North of Burgess & East of St. Mary's Ave; DSR 047077, from Bercot, Inc. in the amount of $9,650.	Approved and ordered City Utilities Accounting to pay invoice.

9. Received pay request from Land Excavating, Inc., Res. 387-83, Michigan Avenue Storm Sewer, in the amount of $84,517.41 with 9,390.82 to be held in escrow at Lincoln National Bank.	Payments be made from Sewer Relief Fund: 50% due from CD&P $46,954.12 40% due from Sewer Relief Fund to contractor 37,563.29 10% retainage to Escrow Account from Sewer Relief 9,390.82
10. Received pay request from T-G Excavating Inc., Res. 389-83 Phase III, 15" Sewer in Alley east of 1120 St. Mary's Ave; DSR 044828, in the amount of $5,849.17.	Approved and ordered payment from City Utilities Accounting
11. Received pay request, Res. 371-82, Pump Station Elimination/Interconnection Phases I, II, III, Earth Construction - $11,160.58; T-G Excavating, Inc. - $2,490 for Phase I-A.	Approved and ordered payment from City Utilities Accounting.
12. Received pay request, Res. 5957-82, Violet Court from Rieth-Riley Construction Co., Inc., in the amount of $3,706.22 Invoice 3369-1; and Invoice 2268-1 for $1,191.86; Revolving Barrett Law Account.	Approved and ordered payment from Department of Finance.
13. Received pay request from Robert L. Kelley for inspecting, photographing, reporting & appraising abandoned vehicles during June, July, August & Sept., 1983; 205 vehicles at $5 each - $1,025.	Approved and ordered payment from Account 165.
14. Received pay request from Robert L. Kelley for services rendered during Public Auction of Abandoned Vehicles on Sept. 15, 1983; 4 hours at $15 - $60.	Approved and ordered payment from Account 165.
15. Received pay request for Contractor John Dehner, Inc., from Bonar & Associates for retainage in the amount of $14,055.33, Res. 386-83, Berry St. Sewer Abandonment & Reconnection Project, Div. I; Completion Affidavit with inspection report.	Approved and ordered payment from City Utilities Accounting. Ordered Letter of Acceptance written.
16. Received final pay request from Bowen Engineering Corp. for Res. 375-82, Group 6A, Misc. Plant Repairs; Bonar & Associates recommends project acceptance and payment in amount of $12,056.30.	Approved and ordered payment from City Utilities Accounting. Ordered Letter of Acceptance written.
17. Received inspection report from WPC Engr. for Lakes of Buckingham, North, sanitary sewer; Scheidleman Excavating; project has been inspected and meets City's standards and recommends being accepted as an integral part of the City's sanitary sewer system.	Approved. Ordered Acceptance Letter written.
18. Received inspection report from WPC Engr. for Lakes of Buckingham, South, sanitary sewer; Scheidleman Excavating; project has been inspected and meets City's standards and recommends being accepted as integral part of the City's sanitary sewer system.	Approved. Ordered Acceptance Letter written.

19. Received Special Street Permit for Sawmill Woods Blvd. and Sawmill Woods Court from Street Engineering; Contractor, Sawmill Woods Development Corp.

    Approved.

20. Received Sewer Construction Permit for Roots Camp'N Ski Sanitary Sewer Extension; Construction - Design & Associates, from WPC Engineering.

    Approved.

    Issued B.O. #165-83.

21. Received Sewer Construction Permit for Interurban Acres Lot 9, 10, 14, 8" Sanitary Sewer Extension; J-K Construction Contractor, from WPC Engineering.

    Approved.

    Issued B.O. #166-83.

22. RESOLUTION 73-200-22

WHEREAS, RANDALL ELLIOTT has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

> North .6 feet of the East-West alley abutting the South
> 40 feet of Lot 215 in Rockhill Addition

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, a notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public alley has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public alley hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public alley hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public alley or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

Approved: October 12, 1983

23. Received proposal from Cole. Matott. Riley for A/E Services for Roofing Projects at two Water Resource Facilities (Technical Services Laboratory, 401 E. Masterson; Digesting Plant, 2601 Dwenger Ave); cost not to exceed $3,185.

    Approved.

24. Received report from Water Engineering on Racquet Drive Water Contract 7920; completion affidavit has been received from The Classic Company; project has been completed & inspected and shall become a part of the water system of the City.

    Approved.

    Ordered Letter of Acceptance written.

26. Received request to receive bids for Baer Field Feeder (Airport Drive to Ferguson Rd.) from Water Engineering; 1983 Capital Improvement Project WE-9.

Approved.
Notice to Contractors on Friday, October 21&28, 1983.
Receive bids on Wednesday, November 9, 1983 at 9:00 a.m.
Ordered Water Engineering to prepare bid documents.

27. Received Contract 83-04-A for W. Jefferson Water Main in the amount of $21,300, with bonds.

Approved and order sent to Common Council October 25, 1983.

28. Received Contract for Resolution No. 5989-83 for Barr Street from the south curb line of Main Street to north curb line of Jefferson Blvd., L. W. Dailey, Inc., in the amount of $367,279.85, with bonds.

Approved and order sent to Common Council October 25, 1983.

29. Received the following driveway applications:

Approved and permits issued.

333 E. Wayne	Dailey Asphalt
333 E. Wayne	Dailey Asphalt
816 & 820 Prange	Buescher Construction
2020 Kenwood	Bob Houser
630 W. Berry	Don Till
3201 Broadway	Phillip Troyer
7505 Wohama	Hoffman Construction
3201 Broadway	Phillip Troyer
5320 Distribution	Felderman Construction
5330 Distribution	Felderman Construction

30. Received the following street light petitions:

Approved and referred to Street Light Engineering to investigate and report.

Street light 3700 block of Marigold Drive
Two street light on Rodenbeck from Ludwig Park Drive to Orlando
Alley lights on S. Cornell & W. Sherwood Terrace 200 block from S. Harrison to Hoagland
Street light on Vermont Avenue from 1926 N. Anthony Blvd. to 1525 Kensington Blvd.
Street light on Sinclair Street from 1701 to 1734
Street light near 554 Kinnaird Avenue
Street light on Bowser Avenue from 5708 Bowser to 5721.
Alley light on South Park Drive from 3917 S. Park to 3924 & 910 E. Rudisill
Alley lights on Mechanic Street from 100 thru 222 block
Alley lights on W. Foster Pkwy, S. Calhoun & S. Harrison from W. Foster Pkwy to Branning
Alley lights on 3900 block of S. Harrison and 300 block of W. Rudisill from Rudisill to W. Foster Pkwy and from Harrison to Webster.
Alley lights 4100 block of South Harrison and South Webster from Branning to Lexington.

31. Received petition for curbs & sidewalks on Fernwood Ave from Sandpoint Rd to North End.

Approved and referred to Street Engineering to investigate and report.
Issued B.O. #167-83

32. Received petition for storm sewer on Fernwood Avenue from Sandpoint Road to North end.

Approved and referred to WPC to investigate and report.
Issued B.O. #168-83.

33. Received final plat of Declaration of Covenants, Conditions & Restrictions for Sawmill Woods, Section I, approved and submitted by Allen County Plan Commission.

Approved.

Adjourned at 9:55 a.m.

Stephen A. Bailey, Chairman

Jack Wilson Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour, Clerk

WEDNESDAY, OCTOBER 19, 1983

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

	S. A. Bailey, B. R. Collins, Jack Wilson, Sr., and H. V. Gochenour, Clerk	Present
1.	Received pay request, Res. No. 5979-83 East Central IX (2) Alt II, Gaines Construction Company, retainage of $1,607.66.	Approved and ordered payment from CD&P.
2.	Received pay request for partial payment #1, Contract 83-01, Maplecrest Tank Rehabilitation, Neumann Company Contractors for $53,157.74.	Approved and ordered City Utilities Accounting to make payment.
3.	Received pay request for Est.2, Res. No. 5987-83, Rudisill Resurfacing (Harrison to S. Wayne), Dailey Asphalt Products Co., Inc., $14,999.63.	Approved and ordered payment from 1 38 972 000 74 431; P.O. A-28077
4.	Received pay request for Est. 6, Res. No. 5971-83, Asphalt Resurfacing (Group 3) Dailey Asphalt Products Co., Inc., $45,130.50.	Approved and ordered payment from 138 972 003 84 431; P.O. A-26322.
5.	Received pay request from Miller-Davis Co. #12 for Civic Center Parking Garage, Phase II, in the amount of $77,639.00	Approved and ordered payment from Department of Finance.
6.	Received pay request for Res. 5963-82, LaRez Phase VI, Rieth Riley, retainage $7,207.65.	Approved and ordered payment from CD&P.
7.	Received pay request for Turnbell Engr. Co., R.R. Crossings Group 4 Runnion Ave. N&W, Leesburg Rd., Lindenwood Ave.; engineering services; $21,570.	Approved and ordered payment from 138 972 0020 4431.
8.	Received pay request for Res. No. 5978-83 Pontiac Place, Phase II, Gaines Construction Co., Inc., #1 in amount of $42,222.82.	Approved and ordered payment from CD&P.
9.	Pay request from John Dehner, Inc., Res. No. 374-82, Third Street Group 9, in the amount of $57,625.61; approved by Bonar & Associates; DSR account.	Approved and ordered City Utilities Accounting to pay: John Dehner, Inc. $ 57,625.61 Lincoln Nat'l. Bank 3,032.93
10.	Pay request from Gibson, Tourney, Kim, Inc. in the amount of $5,417.11, for professional services, Civic Center Parking Garage Phase II.	Approved and ordered Department of Finance to make payment.

11.	Pay request for Res. 173-83 Hamilton Park St. Lights Phase II, Weikel Line Co.; Inv. 83-105#1 in the amount of $1,971.54 and Inv. 83-105#2 in amount of $5,976.68.	Approved and ordered payment from CD&P.
12.	Pay request for Res. 174-83 Hoagland/Masterson, Weikel Line Co., Inc., Inv. 83-105#1 for $4,592.83 & Inv. 83-105#2 for $2665.21.	Approved and ordered payment from CD&P.
13.	Received U.S. Postal Service Payment Authorization & Certification of Payment for Res. 5974-83, Lafayette Street Overpass Demolition.	Approved and forwarded to Street Engineering for processing.
14.	Received pay request for Res. No. 177-83 Wells Street, T&F Construction Company in the amount of $43,493.85.	Approved and ordered payment from CD&P.
15.	Received pay request for Res. No. 5964-82, Poplar Neighborhood Phase I from National Serv-All; $2,843.78 retainage.	Approved and ordered payment from CD&P.
16.	Received pay request for Res. 5953-82 Asphalt Resurfacing 4th & 2nd District; Wayne Asphalt & Construction Co., Inc.; #14 for $97,055.44.	Approved and ordered payment from 3 95 006 595 34 431
17.	Received inspection report from WPC Engineering, Res. 387-83, Michigan Avenue Storm Sewer; Land Excavating, Inc.; inspected & found to meet City's standards and specifications and recommend its acceptance as an integral part of the City's Sewer System. Authorized retainage of $43,037.06 be released from Lincoln National Bank, Escrow Account.	Approved and ordered Acceptance Letter written. Approved and executed "Authorization for Payment."
18.	Received Contract No. 393-83, T&G Excavating, Inc., St. Joe Center Road-St. Joe Road Sanitary Sewer, in the amount of $14,047.00, with bonds.	Approved and order sent to Common Council
19.	Received Sewer Construction Permit WPC Leo Road Housing Project; Northland Park Homes, Inc., Contractor.	Approved. Issued B.O. #170-83.
20.	Received Contract No. 392-83 with Bercot Inc., Cook Rd. Industrial Park ITT Aerospace San. & Storm Sewer; $135,738.96, with bonds.	Approved and order sent to Common Council
21.	Received Contract No. 83-XP-3 with Land Excavating, Inc., Cook Road Ind. Park & Research Center; $44,734.00, with bonds.	Approved and order sent to Common Council

22. Received request from Water Engineering to proceed with "Request for Proposal" letters to contractors for Storage Reservoir, Cook Road Industrial & Research Center.

Approved and issued B.O. 169-83

23. Received report from Street Engineering on curb installation from Dodge Avenue east to Florida Drive; recommend to replace all curbs, drive approaches & sidewalks at an estimated cost of City - $10,000; Property Owner $7,500.

Approved. Ordered Street Engineering to proceed with preliminary plans for 1984 project.

24. Received the following driveway applications:

831 Easton Trail	Custom Crest Homes
712 Snowfall Road	Worthman Homes
802 Larch Lane	Holiday Homes

Approved and permits issued.

25. Received the following street light petitions:

Approved and ordered Street Light Engineering to investigate and report.

Street light on North Glendale Drive (Westmoor Park Extended) from 1217 to 1223

Street lighting on Shadybrook Drive
Street light on Juliette Ave - 2325 to 2329
Street light on North Glendale Drive-1200 to 1600
Street lighting Victoria Square Apts, Chartwell, Guild, Salisbury to Carleton
Alley light 525 East Sherwood Terrace from Warsaw to Avondale Drive
Alley light W. Foster Prkwy. between Webster & Harrison
Alley light 2000 block of Sherman and Oakland
Alley light between Lillie & Anthony - 2936 S. Anthony Blvd.
Street lights Cortland Avenue 2300-2400 block
Street light on Gaywood Dr. from Pettit to Maple Grove
Two street lights on Buell Drive from 4001 to 4038
Street lights 4100 Oliver Street from Baxter to McKinnie Ave.
Street light 2100 block Brooklyn Ave from 2101 to 2036
Street lights on Gruber 1700 block to 1800

26. Received petition for straightening of street and clearance of Right Away at 3022 Edwards.

Approved and ordered Right Away Department to investigate and report. Issued B.O. 171-83.

Meeting adjourned at 10:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Jack Wilson Sr.
Jack Wilson, Sr., Member

Attest

Helen V. Gochenour, Clerk

THURSDAY, OCTOBER 20, 1983
PUBLIC HEARING

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Hearing held at 3:30 p.m.

S. A. Bailey, Jack Wilson, Sr. and Helen V. Gochenour, Clerk	Present
1. HEARING ON CONFIRMATION	
Assessment Roll - Storm Sewer Res. No. 890-83, Wallywood Storm Sewer Improvement.	Confirmed. Notice to Contractors on Friday, October 28, 1983 & November 4, 1983. Receive Bids on Wednesday November 16, 1983 at 9:00 a.m. Ordered WPC to prepare contract documents.
2. Received Amended Res. No. 890-83, Wallywood Storm Sewer Improvement from WPC Engineering.	Approved. A true copy is herein incorporated.
3. Received report from Street Engineering that Village of Buckingham, Section I-Knightsbridge Place, Buckhurst Run, Chichester Lane & Tunbridge Crossing has been inspected and will accept them for maintenance.	Approved. Ordered Letter of Acceptance written.
4. Received Agreement for Sewer Easement between Robert E. & Judith R. Powell, Scott & Debbie Kuhn and City of Ft. Wayne Lots 261 & 262, Eastland Garden Addition Section "B" & West of Autumn View.	Approved and sent to WPC for recording. A true copy is herein incorporated.

Meeting adjourned 4:00 p.m.

Stephen A. Bailey, Chairman

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour, Clerk

WEDNESDAY, OCTOBER 26, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

	S. A. Bailey, Jack Wilson, Sr. and H. V. Gochenour, Clerk	Present
1.	Received pay request for Res. 5984-83 Dikes, Nebraska Neighborhood Area, Spears-Dehner, Inc. (Est. 3) $77,068.02.	Approved and ordered payment from 134 -02 BWB 34 431; P.O. A 28224
2.	Received pay request from Clyde E. Williams & Assoc., Inc., Crescent Ave. Improvements Project M-F312 for engineering services for period of 8-31-83 to 9-30-83; $5,057.95.	Approved and ordered payment from LR&S 138 972 00064431
3.	Received pay request from Clyde E. Williams & Assoc., Inc., Bypass Computer System Evaluation Study; $14,738.37.	Approved and ordered payment from LRS 13897200114431
4.	Received pay request from Yoder & Yoder Est. 1, for Res. 5982-83 Greater McMillen (Fruehauf); $43,767.00.	Approved and ordered payment from CD&P
5.	Received pay request from Wayne Asphalt & Constr. Co., Inc., Res. 5959-82 Resurfacing 1982; $10,822.80 (Retainage).	Approved and ordered payment from LR&S 1 38 972 002 54 431
6.	Received pay request from Dailey Asphalt Products Co., Inc., Est. 10, Res. 5958-82 Asphalt Resurfacing; $13,274.35.	Approved and ordered payment from 3 95 006 595 84 431
7.	Received pay request from Brooks Construction Co., Inc., Res. 5952-82, Asphalt Resurfacing 3rd Councilmanic District; $6,047.60.	Approved and ordered payment from 3 95 006 595 24 431
8.	Received pay request from Dailey Asphalt Products Co., Inc., (Est. 12), Res. 5951-82; $1,695.65. Resurfacing 1st Councilmanic District.	Approved and ordered payment from 3 95 006 595 14 431
9.	Received pay request from Wayne Asphalt & Construction Co., Inc., (Est.7), Res. No. 5945-82, Resurfacing & Restoring Pavement; $4,469.53.	Approved and ordered payment from 1 38 972 003 24 431
10.	Received pay request from Wayne Asphalt & Construction Co., Inc.,Res. No. 5944-82 Resurfacing; $22,196.21 (retainage).	Approved and ordered payment from 1 38 972 003 14 431.

11.	Received pay request for T-G Excavating, Inc., Res. No. 389-83 Sewer Repair Camp Allen Drive (final) $16,709.66.	Approved and ordered payment from City Utilities Accounting.
12.	Received Misc. Invitational Bid - Reed Road sidewalk(West Side-State Blvd. to Charlotte Ave.); Wayne Asphalt & Construction Co., Inc. low bidder - $3,552.	Approved and issued purchase order No. (Emergency)
13.	Received Misc. Invitational Bid - Reed Road Sidewalk (West Side - Charlotte to Vance; Brooks Construction Co., Inc., low bidder - $2,997.	Approved and issued emergency purchase order.
14.	Received recommendation & report from Street Engineering on petition for sidewalks at 2133 &2117 Brown Street.	Approved and recommend replacement: City Cost $200 Property Owner $600 1984 Project
15.	Received Partial Payment #2, Final, Columbia Ave. Water Main, Res. No. 1029-83, Bercot, Inc.; $2,472.20.	Approved and ordered payment from Department of Finance.
16.	Received recommendation from WPC Engineering, St. Joe Study Area, Res. No. 310-80 Phase I, Rocco Ferrera & Co. to release retainage in the amount of $7,500, from Lincoln National Bank, Escrow Account.	Approved. Executed "Authorization for Payment"
17.	Received report from WPC Engineering, Res. 310-80 Phase I, St. Joseph Interconnect; Rocco Ferrera & Co., recommends project be made an integral part of City's sewer system.	Approved. Issued Letter of Acceptance.
18.	Received report from WPC Engineering, Res. 310-80 Phase IV C 180599-06, St. Joseph Interconnect Interceptor; Rocco Ferrera & Co.; recommends project be made an integral part of City's sewer system.	Approved. Issued Letter of Acceptance.
19.	Received Contract from Dailey Asphalt Products Co., Inc., Res. No. 5993-83 Improvement in the amount of $94,595, with bonds.	Approved and order sent to Common Council.
20.	Received Contract from Dailey Asphalt Products Co., Inc. Res. No. 5994-83 Resurfacing Wells Street in the amount of $52,799, with bonds.	Approved and order sent to Common Council.
21.	Received the following driveway applications: 1205 Lynn Avenue — Fred L. Romines 2001 Brooklyn Ave. — Brooks Construction 4210 Winter — Wayne Johnson Concrete	Approved and permits issued.

22.	Received the following street/alley light petitions:	Approved and referred to Street Light Engineering to investigate and report.
	Light on West Pettit Ave bounded by Southwood Ave. & Stratford Road Light at end of Windom & Polk on Burgess Lights on North Glendale Drive from North Bend Drive to end of street Light at 1616 Kinsmoor Avenue Light at Parish & Pineview Drives from Trier Road Lights on Rivermet Ave. from Dearborn to Oneida Alley light 3727 Gaywood Dr from Hamilton Drive to Rudisill Blvd Alley light 3226 Schele from 3200 Schele to 3300 Schele Street Light East Taber 400 & 500 blocks from Hanna to Lafayette; Alley light 419 Taber	
23.	Received the Curbing Petition for East Taber St., 400 & 500 blocks from Hanna to Lafayette.	Approved and referred to Street Department to investigate and report. Issued B.O. 173-83
24.	Received Curbing Petition on Woodward from Curdes to Lawndale.	Approved and referred to Street Engineering to investigate and report. Issued B.O. 174-83
25.	Received Curbing Petition for 2606 West Drive.	Approved and referred to Street Engineering to investigate and report. Issued B.O. 175-83
26.	Received pay request from T&F Construction Corp., Res. 167-83 Woodhurst Addition; $15,740.01.	Approved and ordered payment from Department of Finance.
27.	Received recommendation from HNTB re: Aquatrol Variable Frequency Drive Controls.	Board scheduled a meeting for Thursday, October 27, 1983, 2:30 p.m. with Messrs. Boller & Wisler.
28.	Received secondary plat and development plan for The Hamlets of Woodland Ridge, Section 2, approved and submitted by Allen County Plan Commission.	Approved.
29.	Received the following Light Orders:	Approved.
	5110 West Woodland Ave from Webster to Harrison 5139 Beaver Avenue between Kinsmoor Avenue & Nuttman 5119 Beaver Avenue between Colerick & Packard Avenue 5138 Hanna and Weisser Park to McKee & Colerick 5137 Winter Street - 3012 & 3014 5143 Remington Drive between Corvalis & Cle Elum 5142 Oakland Street from 1405-1437	
30.	Received pay request Res. 363-82, Group 6B Terminal Ponds & Sludge Lagoons; T-G Excavating final invoice #10; $23,197.76.	Approved and ordered payment from City Utilities Accounting.
	This payment rescinds 73-186-10. Also release of escrow from Anthony Wayne Bank-$21,758.11.	Approved and executed "Authorization for Payment"
31.	Received Agreement for Sanitary Sewer Extension - Roots Camp & Ski, 6844 North Clinton, Jack H. Root.	Approved and adopted. A true copy is herein incorporated. Sent to Common Council for prior approval Tuesday, November 1, 1983.
32.	Received Agreement for Sewer Extension to H. J. Development, Inc., 833 Coliseum Blvd. for Lake River Estates West, Section II.	Approved and adopted. A true copy is herein incorporated. Sent to Common Council for prior approval Tuesday, November 1, 1983.

33.	Received Sewer Construction Permit to H. J. Development Inc., 833 Coliseum Blvd. for Lake Rivers Estates West, Section II, Sanitary Sewer Extension.	Approved. B. O. #175-83 issued.
34.	Reviewed request by Rod Hale representing Indiana Wildlife Authority for use of acreage adjacent to the Humane Shelter and the Water Pollution Control Plant.	Request denied. Board decided that WPC Plant will continue to maintain and manage the property.
35.	Received "Letter of Commitment" FASSON Project in Centennial Industrial Park for water and sewer work; commitment from City to serve FASSON.	Approved.

Meeting adjourned at 10:30 a.m.

Stephen A. Bailey, Chairman

Jack Wilson, Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

WEDNESDAY, NOVEMBER 2, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City County Building
Meeting held at 9:00 a.m.

S. A. Bailey, J. Wilson, Sr. and H. V. Gochenour, Clerk	Present
1. Received Uniform Land or Easement Acquisition Offer for St. Joe Road Right-of-Way; property owners William R. & Dora L. Cooper, check in amount of $600.	Approved and ordered payment from LRS Acct. #402-138-972-0005-4431
2. Received Uniform Land or Easement Acquisition Offer for St. Joe Road Right-of-Way; property owner Lincoln National Bank & Trust Co. c/o Ronald Hackett; claim voucher for $12,950 to Mr. Hackett.	Approved and ordered payment from LRS Acct. #402-138-972-0005-4431
3. Received Uniform Land or Easement Acquisition Offer for St. Joe Road Right-of-Way; owners Donald L. & Dorothy M. Dawson; claim voucher for $1,600.	Approved and ordered payment from LRS Acct. #402-138-972-0005-4431.
4. Received Uniform Land & Easement Acquisition Offer for St. Joe Road Right-of-Way; owners J. Alan Blodgett, presiding Bishop of Church of Jesus Christ of Latter Day Saints; claim voucher for $5,850.	Approved and ordered payment from LRS Acct. #402-138-972-0005-4431
5. Received pay request for Joint Levee/Rivergreenway Flood Project, Main Street to Clinton along north bank of St. Mary's River; Fleming Excavation, Inc. for $14,241.35; submitted by Bonar & Assoc.	Approved and ordered payment from Department of Finance.
6. Received pay request for Reconstruction of North Brick Exterior Wall of Sign Shop (Traffic Engineering); Schenkel Inc., in amount of $28,500.	Approved and ordered payment from Accum. #345-006-BWCP-4423
7. Received pay request from L. W. Dailey, Inc., Res. 5989-83 Barr Street (Jefferson to Main); $50,021.55.	Approved and ordered payment from CD&P
8. Received Uniform Land or Easement Acquisition Offer for St. Joe Road Right-of-Way; owners Dean E. & Evelyn A. Jump; claim voucher for $1,400.	Approved and ordered payment from LRS Acct. #402-138-972-0005-4431
9. Received pay request on Res. 5981-83, Oxford Neighborhood IX, Phase II (Alt. 2) Hipskind Concrete Corp; $2,994.66 from Emergency Jobs Bill Funds.	Approved and ordered payment from CD&P

10.	Received pay request for Res. 5981-83 Oxford Neighborhood IX, Phase II, Alt. 1, Hipskind Concrete Corp.; $7,538.40.	Approved and ordered payment from CD&P
11.	Received pay request for Res. 5981-83 Oxford Neighborhood IX, Phase II Base; Hipskind Concrete Corp.; $35,963.50.	Approved and ordered payment from CD&P
12.	Pay request for Res. 5980-83 Pontiac Street Renaissance, Phase II; Huguenard/Schenkel, Inc.; $45,458.66.	Approved and ordered payment from CD&P
13.	Received pay request for Res. 5966-83 Hanna-Creighton, Phs. VII, Yoder & Yoder Est. #6 (final) $5,180 for 37 new trees and $1,419.67 retainage; total $6,599.67.	Approved and ordered payment from CD&P
14.	Received Misc. Invitational Bid - P.O.A-28672, 320 W. Concord, 202 W. Crown Lane, S.E. Corner Williams & Hoagland Ave., Van Buren & Lavina St.; $2,520.03; Tomco Construction Company final invoice.	Approved and ordered payment from Acct. 3 45 006 BWC P4 431
15.	Received Misc. Invitational Bid - P.O. A-27640, 4431 South Wayne, Riedmiller & Guthrie, 3629 Reynolds St., 228 W. Lexington, 1231 W. Washington Blvd.; $1,623.05; Tomco Construction Company.	Approved and ordered payment from Acct. 3 45 006 BWC P4 431
16.	Received pay request for Res. 5987-83 Dailey Asphalt Products Co., Inc.; $6,882.43 retainage. Project has been completed satisfactorily; Rudisill Blvd. Street Resurfacing.	Approved and ordered payment from Acct. 1 38 972 000 74 431
17.	Received pay request for Res. 5937-82 Asphalt Resurfacing Reed, Vance, Kirkfield; Dailey Asphalt Products; $12,216.08 for retainage, project has been completed satisfactorily.	Approved and ordered payment from MVH & LRS 1 38 972 002 74 431
18.	Received Change Order No. 1 (Final) Maplecrest Water Tank Rehabilitation Contract No. 83-01; Neumann Co. Contractor; $1,564.16 Increase; total contract $59,064.16 due to unanticipated additional work.	Approved and order sent to Common Council November 22, 1983.
19.	Received inspection report from WPC Engineering, Maplecrest Plaza-Haufman House Sanitary Sewer Extension; recommends acceptance as an integral part of the City's sewer system; Kurtz Excavating, Contractor.	Approved and ordered Acceptance Letter written.
20.	Received inspection report from WPC Engineering, Maplecrest Plaza-Regency Nursing Home Sanitary Sewer Extension; recommends acceptance as an integral part of the City's sewer system; Kurtz Excavating, Contractor.	Approved and ordered Acceptance Letter written.

21.	Received recommendation from WPC Engineering, Village of Buckingham Sanitary & Storm Sewer; accept as an integral part of the City's sanitary & storm sewer system; North Eastern Enterprises, Contractor.	Approved and ordered Letter of Acceptance written.
22.	Received recommendation from Street Engineering re petition for curb & walkway, 2109 California Avenue that B.O. 83-83 be rescinded.	Approved and ALL ACTION RESCINDED.
23.	Received recommendation from WPC Engineering, Longwood Sanitary Sewer, Sec. II, Ph.II; accept as an integral part of the City's sanitary sewer system; Porter Construction, Inc, contractor.	Approved and ordered Letter of Acceptance written
24.	Received recommendation from WPC Engineering, Longwood Sanitary Sewer, Sec. III, accept as an integral part of the City's sanitary sewer system; Porter Construction Inc., contractor.	Approved and ordered Letter of Acceptance written.
25.	Received request for Selection Committee for "Requests for Proposals" - Cook Road Industrial & Research Center from Water Resources Director, P. R. Boller.	Board appointed Phil Boller, Terry Atherton, Jack Wilson, Duane Embury & Carl O'Neal as the Selection Committee.
26.	Received request for renewal of lease for Hanna-Creighton Neighborhood Association on property located at 2502 Winter Street commonly known as Old Fire Station #9 - 66-223-26; $1.00 lease payment submitted.	Approved. Copy of lease on file in Board of Works (66-223-26)
27.	Received Change Order #1, Res. 5982-83 Greater McMillen (Fruehauf) Yoder & Yoder; Increase of $1200 for rebuilding manholes; total contract $90,889.	Approved and order sent to Common Council.
28.	Received Change Order #30 (Final) W.P.C. Sewage Works Grant C 180538-01, Hagerman Shambaugh; Increase of $176,200 for total revised contract of $23,313,208.39.	Approved and order sent to Common Council November 22, 1983.
29.	Received Purchase Agreement - Baer Field Water Distribution System, purchase price of $200,000.	Approved and order sent to Common Council November 22, 1983. A true copy is herein incorporated.
30.	Received pay request No. 22 from Hagerman/Shambaugh for AWT C 180774-03 for period August 27 to September 24, 1983.	Approved and ordered City Utilities Accounting to make payment as follows:

	Amount due by Check	Amount due by Note
Hagerman/Shambaugh	$58,956.00	$6,936.00
Lincoln National Bank Escrow Account		3,468.00

31. Received the following Driveway Applications:

Approved and permits issued.

2787 Maplecrest Rd.	Graber & Graber Concrete
7016 Ordway Drive	Star Construction Inc.
1118 S. Harrison	Graber & Graber
2310 & 2312 Versaille Village Pl.	Gerald R. Baker Builder Inc.
2302 & 2304 Versaille Village Pl.	Gerald R. Baker Builder Inc.
2828 Autumn Leaf Lane	Lebrato Bros.
1629 Edgewater	Gaines Construction
3540 Glencairn	Wayne Johnson Construction

32. Received the following Street Light Petitions:

Approved and ordered Street Light Engineering to investigate and report.

Street light 6960 Hiltonia Dr (Lakeshore Addition) from Lakeview to Shoreview
Street light 2104 Dale Drive
Street light on Pinnacle Court from 2133 to 2146
Street light between 2748 Reed Road and 2818
Street light on Southview Drive from Smith Ext. to Gaywood
Street light on Short Street from Putnam to Archer Ave.
Alley light at 4801 Weisser Park from Weisser Park to South Park
Alley light 401 W. Maple Grove Ave. from W. Maple Grove south&west of Hoagland Ave.

33. Received pay request from WPC Expansion AWT Project C180774-03 from Howard Needles Tammen & Bergendoff; engineering services for period July 23, 1983 through August 19, 1983.

Approved and ordered City Utilities Accounting to pay:

Due by check	$ 12,117.74
Due by note	2,138.43

34. Received pay request from Howard Needles Tammen & Bergendoff for construction engineering services, WPC Plant Exp. Div I C-180538-01; $178.60.

Approved and ordered payment from City Utilities Accounting.

35. Received Grant of Easement from Charles Bojrab and Josephine Bojrab for water main; Water Contract No. 83-XP-2; Maplecrest Road Connection Feeder Main.

Approved.
A true copy herein incorporated.

36. Received Authorization for Entry Upon Private Property, Cook Road Industrial Park & Research Center (ITT); Water Contract No. 83-XP-3 from Sam W. Fletcher Jack W. Schrey, Theodore F. Hagerman & Fred Marolf.

Approved.
A true copy herein incorporated.

37. Received Authorization for Entry Upon Private Property, Cook Road Industrial Park & Research Center (ITT); Water Contract No. 83-XP-3 from All America City Investors.

Approved.
A true copy herein incorporated.

38. Received U.S. Postal Service Invoice & Payment Authorization for Resolution No. 5974-83 Lafayette St. Overpass Demolition; also Certification of Payment to Subcontractors & Suppliers; O'Rourke Construction Invoice for #2 payment.

Approved and forwarded to Street Engineering for processing.

39.	Received Right of Improvement Agreement for Barr Street Market Improvement Project. Owner - Washington Blvd. Co.; installation of ornamental iron fencing.	Approved. A true copy herein incorporated.
40.	Received Agreement for Private Sewer Tap with Gregory P. Frericks; $700 per acre in addition to the standard tap permit fee.	Approved. A true copy herein incorporated.

Meeting adjourned at 10:30 a.m.

Stephen A. Bailey, Chairman

Jack Wilson Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

THURSDAY, NOVEMBER 3, 1983
PUBLIC HEARING

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910 City-County Building
Hearing held at 3:30 p.m.

S. A. Bailey, Jack Wilson, Sr.
and Helen V. Gochenour, Clerk

1.	HEARING ON CONFIRMATION OF ASSESSMENT ROLL. Street Lighting Resolution No. 163-82 for the installation of ornamental street lighting in the 100 to 500 blocks of Edgeknoll Lane.	Confirmed and order sent to the Department of Finance.
2.	Received recommendation from Water Resources to release funds in escrow in the amount of $135,085.89 to Hagerman-Shambaugh, C-180538 for WPC Plant Exp. Div I.	Approved and issued "Authorization for Payment" from Lincoln National Bank.
3.	Received request from WPC Engineering to be authorized by the Board of Public Works to send out Invitational Bid package for St. Joe Study Area C 180599, "Ventilation System", Res. No. 310-80.	Approved. Receive and open bids November 18, 1983, Friday, 11:00 a.m.

Meeting adjourned at 4:00 p.m.

S. A. Bailey, Chairman

Jack Wilson Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

WEDNESDAY, NOVEMBER 9, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City County Building
Meeting held at 9:00 a.m.

S. A. Bailey, J. Wilson, Sr.
and H. V. Gochenour, Clerk — Present

1. EMERGENCY WATER POLLUTION CONTROL UTILITY RESOLUTION NO. 73-216-1

WHEREAS, The City of Fort Wayne operates and maintains the sanitary sewer system in and around the City of Fort Wayne, and,

WHEREAS, an existing sixty (60) inch brick sewer has collapsed on Harrison Street, north of Superior Street, which has resulted in the closing of Harrison Street, and,

WHEREAS, the Water Pollution Control Maintenance Department has determined that the required reconstruction and repair of said sewer cannot be accomplished by their department,

NOW, THEREFORE, the Board of Public Works hereby declares that an emergency reconstruction and repair of said sewer is necessary in order to protect the safety and welfare of the community and directs the following actions to be taken with City Utility funds:

1. The Water Pollution Control Engineering Department is to prepare a Purchase Requisition to reconstruct and repair said sewer.
2. The Purchasing Department shall, upon receipt of the Purchase Requisition, issue a Purchase Order to a construction firm having the appropriate material, equipment, labor, etc., to reconstruct and repair said sewer.
3. The Chief Water Pollution Control Engineer and Water Pollution Control Maintenance Superintendent shall be jointly in charge of, and responsible for, the inspection on the reconstruction and repair of said sewer.

ADOPTED this 9th day of November, 1983.

2. Receive Bids
Contract 83-XP-4, Baer Field Feeder Main (Airport Drive & Ferguson Road) 16" Water Main Extension.

Award Contract on Monday, November 14, 1983.
Prior approval requested.

All Star Construction	$153,037.83
Bercot, Inc.	150,657.00
Butler & Butler	147,850.00
John Dehner, Inc.	139,867.30
Earth Construction	150,946.50
Land Excavating	128,437.50
Lengacher Excavating	133,395.00
Scheidleman Excavating	137,999.89
T-G Excavating	132,639.60
Engineer's Estimate	134,082.50

3.	Received pay request from Miller-Davis Company for New Civic Parking Garage Phase II, Payment #13, $136,537.00.	Approved and ordered payment from Department of Finance.
4.	Received pay request from Gibson, Tourney, Kim, Inc. for architectural & engineering services for Civic Center Parking Garage Phase II; $880.00.	Approved and ordered payment from Department of Finance.
5.	Received pay request for Res. No. 5978-83 Pontiac Place Neighborhood Phase II, Alt. II, Gaines Construction Co., Inc; $21,817.89.	Approved and ordered payment from CD&P.
6.	Received pay request #1 from Land Excavating Inc. for Water Contract 83-W-1 for Fourth Railroad Spur Renovation; $14,580.	Approved and ordered payment from City Utilities Accounting.
7.	Received pay request (final) from Land Excavating, Inc., for Water Contract 83-W-1 for Fourth Railroad Renovation; $1,620.00.	Approved and ordered payment from City Utilities Accounting.
8.	Received pay request #3 from Fleming Excavating, Inc; Joint Levee/Rivergreenway Flood Project; $7,751.15.	Approved and ordered payment from Department of Finance.
9.	Received Change Order #1, Res. 5967-83 Greater McMillen/Pontiac Place, Phase I, Net Increase $4,030.33, for revised total contract of $121,720.38.	Approved and order sent to Common Council on November 22, 1983.
10.	Received request for release of retainage Res. 5953-82, Resurfacing 4th & 2nd Districts Wayne Asphalt & Construction Company, Inc; $56,237.50.	Approved and ordered payment from 3 95 006 595 34 431
11.	Received pay request from Butler, Fairman & Seufert for St. Joe Road (SR#37 to Evard Rd.) City's share 59%; $5,876.40.	Approved and ordered payment from LARS 138 972 0005 4431
12.	Received request for payment from T&F Construction Corp., Res. No. 177-83, Wells Street Lighting; Payment #3, $33,041.16.	Approved and ordered payment from CD&P.
13.	Received Change Order #1, Res. 5933-82, Hanna-Creighton, Phase VI; net increase $11,528.88, total contract price $181,180.13.	Approved and order sent to Common Council on November 22, 1983.
14.	Received Contract 8312, River Park - River Cove Trail from Leo Rd E 1145±'; $32,263.; Ft. Wayne Housing Authority, Water Engr.	Approved.
15.	Received recommendation from WPC Engineering on Summerfield II Phase I, Sanitary Sewer Extension, project has been inspected & a portion now meets the City's standards & specifications & should be accepted as an integral part of the City's Sewer System.	Approved and ordered Letter of Acceptance written.

16.	Received Final Plat of Miller's Ridge, Section I approved by the Allen County Plan Commission.	Approved.
17.	Received inspection report from WPC, State Road 14 and Reckweg Road, Bercot Inc.; WPC recommends its acceptance as an integral part of the City's Sanitary Sewer System - Toledo Scales Sanitary Sewer System.	Approved and ordered Acceptance Letter written.
18.	Received inspection report from WPC Engineering, Calvary Heritage Manor Sanitary Sewer & Storm Sewer, Porter Construction, Inc.; WPC recommends its acceptance as an integral part of the City's Sanitary Sewer System.	Approved and ordered Acceptance Letter written.
19.	Received Change Order #3, Berry/Begue DSR's 047070 & 048151-60" Sewer Repair (FEMA); T-G Excavating, Inc.; Increase of $12,952.52 for a total contract of $306,854.42.	Approved and order sent to Common Council November 22, 1983.
20.	Received inspection report from WPC Engineering, Contract 83-W-1, Fourth Street Railroad Spur Renovation; Land Excavating, Inc.; WPC recommends its acceptance as an integral part of the City's Sanitary Sewer System.	Approved and ordered Acceptance Letter written.
21.	Received recommendation from Street Engineering for installation of curbs on French Avenue between Webster & Hoagland Avenue.	Approved. Property Owners portion $19,209.98 City's portion 12,806.65 Total $32,016.63
22.	Received driveway application for 3521 New Haven, Don Till - Contractor.	Approved and permit issued.
23.	Received the following street light petitions: Street light for 4100-4200 Avondale Drive Street light 300 block of West Branning between Harrison & Webster Alley light on New Haven Ave. & Logan Ave. Alley light on Pauline from 2071 Pauline to 2070 Phenie Street light 400 block Dalman Avenue Street lights on Lillie Street from Elmrow to Fairfax Street light on Carlton Court from 2417 to 2530 Street light at dead end on Electric Avenue & Brown Street	Approved and ordered Street Light Engineering to investigate and report.
24.	Received street light petition for lights through the parkway Colonial style on Kensington Blvd from Cody to Niagara.	Approved & ordered Street Light Engineering to investigate and report. Issued B.O.#180-83.

25.	Received Sidewalk Petition for 400 Block on Dalman Avenue.	Approved and referred to Street Engineering to investigate and report. Issued B.O. #181-83.
26.	Received Curbing Petition for 431 East Wayne.	Approved and referred to Street Engineering to investigate and report. Issued B.O. #182-83.

Meeting adjourned 10:00 a.m.

Stephen A. Bailey, Chairman

Jack Wilson Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

MONDAY, NOVEMBER 14, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins.
Jack Wilson, Sr., and
H. V. Gochenour, Clerk

Present

1. AWARD CONTRACT

Received tabulation and recommendation prepared by Water Engineering for Water Contract 83-XP-4, Baer Field Feeder Main (Airport Drive & Ferguson Road).

AWARD CONTRACT to Land Excavating, Inc. in the amount of $128,437.50, subject to councilmanic approval.

Prior approval also requested. Ordered Water Engineering to prepare contract documents.

Meeting adjourned at 9:15 a.m.

Stephen A. Bailey, Chairman

Betty R Collins
Betty R. Collins, Member

Jack Wilson Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour, Clerk

WEDNESDAY, NOVEMBER 16, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
ROOM 910, City County Building
Meeting held at 9:00 a.m.

S. A. Bailey, J. Wilson, Sr. B. R. Collins and H. V. Gochenour, Clerk	Present
1. RECEIVE BIDS Resolution No. 890-83, Wallywood Storm Sewer. Bercot $33,586.50 John Dehner 33,851.75 Land, Inc. 31,185.25 Scheidleman Excav. 37,013.80 T-G Excavating 29,613.70 Engineer's Est. 32,350.00	Award Contract on Wednesday, November 23, 1983 at 9:00 a.m.
2. Received pay request from Weikel Line Co. for Hamilton Park Phase II, Res. No. 173-83, in the amount of $883.13 for retainage.	Approved and ordered payment from CD&P.
3. Received pay request from Weikel Line Co. for Hoagland/Masterson, Res. No. 174-83 Phase II, in the amount of $272.16; also retainage in the amount of $836.70.	Approved and ordered payment from CD&P.
4. Received pay request from Weikel Line Co. for Poplar Neighborhood, Res. No. 175-83 #1 - $4742.19; #2 Alt - $1283.27 and #3 Retainage - $669.49.	Approved and ordered payment from CD&P.
5. Received Misc. Invitational Bid, P.O. #29459, Reed Road (W. Side State Blvd to Charlotte Ave); $3,552.00; Wayne Asphalt & Construction Co.	Approved and ordered payment from 3 45 006 BWC P4 431
6. Received Misc. Invitational Bid, P.O. A 28323, 3421 Inwood, 1900 Lake Ave, Stratton Rd & Coldwater, Leroy & Glenwood, St. Joe River Dr. & Anthony, Kenwood & Rolston & 1203 North Anthony; Gaines Construction Co; $2,632.82.	Approved and ordered payment from 3 45 006 BWC P4 431
7. Received pay request Est. #4, Spears-Dehner, Inc., Res. No. 5984-83, Dikes, Nebraska Neighborhood Area; $45,871.98.	Approved and ordered payment from City Utilities Accounting.
8. Received pay request Est. 1, Hipskind Concrete Corporation, Res. No. 5983-83 Memorial Park, Phase II; $33,853.50.	Approved and ordered payment from CD&P.

9.	Received pay request for Res. 386-83 Berry Street 60" Sewer Abandonment Div. II, Part A; Midwest Mole, Inc.,; $15,006.20. Ineligible for FEMA funds.	Approved and ordered Accounting City Utilities to make payment.
10.	Received pay request for Res. 390-83, DSR #044888; Hazard Mitigation Project; T-G Excavating, Inc.; $14,097.78.	Approved and ordered City Utiltiies Accounting to make payment.
11.	Received pay request from U.S. Geological Survey, Dept. of Natural Resources - $13,850 for City's share for construction, operation and maintenance of stream gaging stations on St. Joseph River & Spy Run Creek; period Oct. 1, 1983 to Sept. 30, 1984.	Approved and ordered City Utilities Accounting to make payment.
12.	Received recommendation from RFP Selection Committee for McNamee, Porter & Seeley as Consulting Engineers for the Economic Dev. Administration Grant Project #06-01-0959, Storage Reservoir, Cook Road Industrial & Research Center.	Approved and order sent to Common Council November 22, 1983. Prior approval also requested.
13.	Received request for release of retainage from Street Engineering, Res. No. 5949-82 Resurfacing 5th District; $41,107.77.	Approved and ordered payment from 3 95 006 594 94 431
14.	Received Contract for Federal Aviation Administration for engineering services and contracting for installation of sanitary sewer at Air Traffic Control Tower, Baer Field Airport.	Approved and order sent to Common Council December 13, 1983.
15.	Received request to pay Res. No. 5985-83 Lafayette Street Corridor, Moellering Construction Co., Inc.; $35,100.07.	Approved and ordered CD&P to make payment.
16.	Received pay request from Gaines Construction Co., Res. 5978-83 Pontiac Place Phase II Alt III; $ 7,830.00.	Approved and ordered payment from CD&P.
17.	Received pay request from Gaines Construction Co., Res. 5978-83 Pontiac Place Phase II Alt I; $10,211.40.	Approved and ordered payment from CD&P
18.	Received Agreement between Indiana & Michigan Electric Company & City of Ft. Wayne; Re: Eckart's Addition.	Approved and forwarded to Indiana & Michigan Electric Company for Board Approval.
19.	Received Notice of Water Main Extension for Cook Road Water Contract No. 82-XP-3.	Approved. A true copy is herein incorporated. Ordered Water Engineering to record.

20. Received pay request from Moake Sheldon Kratzat Thompson Dearing & Associates to All American City Investors; Contractor Hagerman Construction Corporation; to Kekionga Development Corporation Re: ITT Cook Road Facility; $736,194.00.

Approved and ordered payment from Account 0 10006 4423

21. Received the following Street Light Petitions:

Approved and ordered Street Light Engineering to investigate and report.

Lights on Reed Street from Capitol to McKinnie
Lights on Holton Avenue from McKinnie to Baxter
Lights on Dichotomy Court from 6012 to 6024
Two alley lights near 3533 Euclid
Lights 5200-5300 Lillie from Fairfax to Roosevelt
Lights on Senate from Hessen Cassel to Wayne Trace
Lights on Plaza Drive from Fairfax to Paulding Rd.
Lights from 5200 to 5400 block Standish Drive from Fairfax to Paulding Rd.
Light on Ontario Circle & Ontario Street from 2002 Ontario Circle to 2074 Ontario Circle
Light on Harrison Street from Fleming Avenue to Maple Grove
Light in front of 5135 Winchester Road

22. Received the following Driveway Applications:

Approved and permits issued.

2607 Busche Drive	Liechty & Associates
1411 Pinehurst	Affordable Homes
4210 Drury Ln.	Ft. Wayne Construction Trades
5501 Tunbridge Crossing	Liechty & Associates
4939 Wisteria Ln.	Emil Holiday
1819 Kenwood	Emil Holiday

23. Received pay request, Res. 5974 Lafayette Street Overpass Demolition - Invoice for $71,330.03; O'Rourke Construction Company to be paid from funds received from U.S. Postal Service.

Approved and ordered Department of Finance to pay O'Rourke $71,330.03

24. Received pay request Indiana Dept. of Highway, City's share of construction Project M-F720 Contract R-14296; contract awarded to Dailey Asphalt Prod. Co. for $646,483.15; City's 90% share due this invoice $150,190.46.

Approved and ordered Department of Finance to make payment.

Meeting adjourned at 10:00 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson, Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenaur

Helen V. Gochenour, Clerk

NOVEMBER 18, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910 City County Building
Meeting held at 11:00 a.m.

S. A. Bailey, B. R. Collins,
Jack Wilson, Sr. and
H. V. Gochenour, Clerk

1. RECEIVE BIDS

"Invitational Bid" for Air Vents C-180599-06, St. Joe Study Area.

Bercot	$4,550
Butler & Butler	4,300
John Dehner, Inc.	4,225
Earth Constr.	3,100
T-G Excavating	3,509

Award Contract on Wednesday, November 23, 1983 at 9:00 a.m.

2. Received Contract from McNamee, Porter & Seeley, Ann Arbor, Michigan; Cook Road Industrial Research Center, Water Storage Reservoir; $115,000.

Approved and order sent to Common Council on November 22, 1983 prior approval, contingent upon councilmanic approval. Also to be sent to regular council session.

Meeting adjourned 11:15 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

MONDAY, NOVEMBER 21, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, Jack Wilson, Sr. and H. V. Gochenour, Clerk	Present
1. Received pay request #2 Res. 5988-83 Asphalt Resurfacing, Fairfield, River Forest, Hessen Cassel Rd.; Wayne Asphalt; $159,926.66.	Approved and ordered payment from LR&S Funds 1 38 972 004 04 431
2. Received pay request #2 Res. 5986-83 Cloverbrook Drive Pavement Repair, Lakeside Construction Company for $696.00; Invoice #3, 1,851.95 for retainage.	Approved and ordered payment from Account 1 34 002 STR R4 431
3. Received report from WPC Engineering WPTA-TV, Pulitzer Broadcasting Company Sanitary Sewer; project has been inspected and found to meet City's specifications & standards. WPC recommends its acceptance as an integral part of the City's sanitary sewer system; Bercot, Inc., Contractor.	Approved and ordered Letter of Acceptance written.
4. Received Contract for Installation of Concrete Median Barrier 2100 block N. Clinton, Res. 5990,83; Gaines Construction Company, $13,952.50, with bonds.	Approved and order sent to Common Council December 13, 1983.
5. Received request for rate increase of Civic Center Parking Garage Phase I - $30.00 on Roof; $40.00 Undercover.	Approved.
6. Received secondary plat of Timberlake, Section 1, approved and submitted by Allen County Plan Commission.	Approved.
7. Received pay request, Res. 5974 Lafayette Street Overpass Demolition - Invoice for $21,306.37 (Estimate #2); O'Rourke Construction Company to be paid from funds received from U.S. Postal Service.	Approved and ordered Department of Finance to pay O'Rourke $21,306.37.
8. Received pay request, Res. 5974 Lafayette Street Overpass Demolition, U.S. Postal Service Authorization for Payment & Certification of Payment. Final payment of $17,057.70.	Approved and forwarded to Street Engineering for processing.

9.	Received request from citizen to purchase city owned property on Wheeler Street.	Board denied request; asked Neighborhood Development to obtain Maintenance Agreement from Nebraska Neighborhood Association & Board of Public Works.
10.	Misc. Invitational Bid, NE & NW Corner of Anthony & State, 2515 Clara Ave & 1814-15 Clara Street, P. O. A-29086, G&B Construction Company - Rescinded.	Approved. Construction was not completed within allotted time frame.
11.	Received pay request, Res. 5980-83, Pontiac Renaissance Phase II, Schenkel Construction Inc.; $42,597.40.	Approved and ordered payment from CD&P.
12.	Received pay request, Res. 357-82, Berry St, Begue Street 60" Brick Sewer Repair; $20,996.50, covering Change Order No. 2; T-G Excavating, Inc.	Approved and ordered City Utilities Accounting to make payment.
13.	Received pay request from Ernest Kennell for removal of refuse, etc. on Forest Avenue at Coliseum per Order #8-27685; $200.00.	Approved and ordered payment from 345 006 BWCP 4431
14.	Received Street Light Petition on Kenwood Avenue from North Anthony Blvd. to Leroy Ave.	Approved and ordered Street Light Engineering to investigate and report.
15.	Pay request, Leo Road Water Main Extension, 83-XP-1; Scheidleman Excavating, Inc.; $2,581.11.	Approved and ordered payment from City Utilities Accounting.
16.	Received request from WPC Engineering for Bayer Acres Sanitary Sewer Construction Permit; Brooks Construction Co, Contractor.	Approved and issued B.O. #184-83.

Meeting adjourned at 11:00 a.m.

Stephen A. Bailey, Chairman

Betty R Collins
Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

WEDNESDAY, NOVEMBER 23, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

	S. A. Bailey, Jack Wilson, Sr., and Thelma A. Morris, Clerk Pro Tem	Present
1.	AWARD CONTRACT Received tabulation and recommendation prepared by Water Pollution Control for Resolution #890-83, Wallywood Storm Sewer (Barrett Law Revolving Fund & City).	AWARD CONTRACT to T-G Excavating, Inc. in the amount of $29,613.70, subject to councilmanic approval. Ordered WPC to prepare contract documents.
2.	AWARD CONTRACT Received tabulation and recommendation prepared by Water Pollution Control for Miscellaneous Bids for "Air Vents" - St. Joe Study Area C-180599-06.	AWARD CONTRACT to Earth Construction Company in the amount of $3,100, subject to councilmanic approval.
3.	Received Release of Claims Form for Resolution No. 5974, Demolition of R.R. Overpass, Lafayette Street, U.S. Postal Service.	Approved and forwarded to Street Engineering for processing.
4.	Received Resolution 394-83, Baer Field Sanitary Sewer Extension, Air Traffic Control Tower(Sewer Utility Funds).	Approved and adopted. A true copy is herein incorporated. Notice to Contractors on Friday, December 2 & 9, 1983. Receive Bids on Wednesday, December 21, 1983. Ordered WPC Engineering to prepare Bid Documents. Prior approval requested.
5.	Received report Common Council did not approve contract from McNamee, Porter & Seeley; Cook Road Water Storage Reservoir.	Board has therefore AWARDED CONTRACT to BONAR & ASSOCIATES, INC. in the amount of $111,000. Prior approval letter given to Common Council November 23, 1983.

Meeting adjourned at 10:30 a.m.

Stephen A. Bailey, Chairman

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:

Thelma A. Morris
Thelma A. Morris, Clerk Pro Tem

MONDAY, NOVEMBER 28, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City County Building
Meeting held at 9:00 a.m.

S. A. Bailey, J. Wilson, Sr., B. R. Collins and Helen V. Gochenour, Clerk	Present
1. Received Resolution No. 391-83, Lawrence Drain Improvement, Phases I,II and III. (Sewer Relief Funds)	Approved and adopted. A true copy is herein incorporated. Notice to Contractors on Friday, December 2&9, 1983. Receive bids on Wednesday, December 21, 1983. Ordered WPC Engineering to prepare Bid Documents.
2. Received Amended Notice to Proceed, Res. No. 392-83, Cook Road Ind. Park, ITT Aerospace Sanitary & Storm Sewers to Bercot for an extension of 30 days on project.	Approved.
3. Indiana & Michigan Agreement dated November 16, 1983 Rescinded due to error in location; a new agreement submitted for Centlivre Addition.	Approved. Sent to I&M for Board approval. A true copy is herein incorporated. Order sent to Common Council.

Meeting adjourned at 9:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson, Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

WEDNESDAY, NOVEMBER 30, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, Jack Wilson, Sr. and H. V. Gochenour, Clerk	Present
1. Received Grant of Easement for water main Contract No. 83-XP-2; Maplecrest Feeder Main Connection; Wallace & Ruth Borchelt.	Approved. A true copy is herein incorporated.
2. Received Sewer Construction Permit for Butz Subdivision, Decatur Road; Kenneth Keesler; Contractor Bob Pelkington, Inc.	Approved. Issued B.O. #185-83
3. Received Maysville Sanitary Sewer Construction Permit; Bruce & Charlene Bohnke; Contractor Dave McHenry-Backhoe Service.	Approved. Issued B.O. #186-83
4. Received Sanitary Sewer Extension Hazelhurst Agreement for private Tap & Area Connection Fee Document between City & Vernon E. Werking.	Approved & Adopted. A true copy is herein incorporated. Sent to Common Council December 13, 1983 - Prior Approval requested.
5. Received Water Contract 83-XP-4, Land Excavating Inc., 16" Water Main west side Airport Drive south to Ferguson Rd.; $128,437.50 with bonds.	Approved and order sent to Common Council December 13, 1983.
6. Received Contract Water Storage Reservoir & Pumping Station, Engr. Services, Cook Road ITT, State Road 3; Bonar & Associates, Inc; $111,000, with bonds.	Approved and order sent to Common Council December 13, 1983.
7. Received pay request No. 23 AWT C-180774-03 Hagerman/Shambaugh for period September 24, October 28, 1983.	Approved and ordered City Utilities Accounting to make payment: Check / Note Hagerman/Shambaugh $54,571.70 / $6,420.20 Lincoln Nat'l. Bank / 3,210.10
8. Received Change Order No. 8, WPC Plant, AWT C-180774-03; Hagerman/Shambaugh, net increase of $14,743.50.	Approved and order sent to Common Council on December 13, 1983.
9. Received Contract from Lawn & Turf Landscaping, Inc., $18,819.78 for Resolution No. 5995-83 Wells Street Tree Planting, with bonds.	Approved and order sent to Common Council December 13, 1983.

10.	Received Contract from Lawn & Turf Land Landscaping, Inc., Resolution No. 5992-83 Lafayette Street from Pontiac north to Murray Tree Planting; $44,277.75, with bonds.	Approved and order sent to Common Council December 13, 1983.
11.	Received pay request from L.W. Dailey, Inc. Res. No. 5972-83 Poplar Neighborhood Phase II, (Base); $160.00.	Approved and ordered payment from CD&P.
12.	Received pay request from Dailey Asphalt Products Co., Inc., Resolution No. 5951-82 Asphalt Resurfacing 1st Councilmanic District; $46,632.99 retainage.	Approved and ordered payment from 3 95 006 595 14 431
13.	Received pay request from Dailey Asphalt Products Co., Inc., Res. No. 5958-82, Asphalt Resurfacing; $30.217.92 retainage.	Approved and ordered payment from 3 95 006 595 84 431
14.	Received pay request for Misc. Invitational Bid-Mergy Construction, Inc., 515 E. Pettit Ave; N.W. Corner Colerick & Anthony; Three Rivers Barricade & Equipment Co.; $165.00.	Approved and ordered payment from 3 45 006 BWC P4-431
15.	Received pay request from Resolution No. 5948-82 6th Council District, Brooks Construction Co., Inc.; $49,349.64 retainage.	Approved and ordered payment from 3 95 006 594 84 431
16.	Received pay request Misc. Invitational Bid, Mergy Construction, Inc., 515 E. Pettit Ave., N.W. Corner Colerick & Anthony for additional asphalt required; $3,775.79.	Approved and ordered payment from 3 45 006 BWC P4 431
17.	Received pay request Misc. Invitational Bid, Mergy Construction Inc., 4117 Dale wood; Sherborne & Hastings pavement restoration; $3,105.46.	Approved and ordered payment from 3 45 006 BWC P4 431
18.	Received pay request from Neenah Foundry Company for 100 sets of storm sewer castings; $12,500.00; from Street Engineering.	Approved and ordered payment from 128-972-STPR-4431
19.	Received pay request for Resolution No. 5968-83 Resurfacing Group #1 from Brooks Construction Co., Inc.; $18,993.78.	Approved and ordered payment from 138-972 003 64 431
20.	Received pay request for Resolution No. 5978-83 Pontiac Place Phase II (Alt. II) Colerick; $12,237.75; Gaines Construction Company., Inc.	Approved and ordered payment from CD&P.
21.	Received pay request for Resolution No. 5993-83 Pontiac Street Resurfacing Lafayette to Anthony; Dailey Asphalt Products Co.; $73,570.05.	Approved and ordered payment from 1 38 972 004 04 431
22.	Received pay request for Resolution No. 5993-83 Pontiac Street Resurfacing Lafayette to Anthony; Dailey Asphalt Products Co.; $7,137.00.	Approved and ordered payment from CD&P.

23.	Received Sewer Resolution No. 396-83 Centennial Park Sanitary Sewer (Sewer Utility).	Approved and adopted. A true copy is herein incorporated. Notice to Contractors on Friday, December 9&16, 1983. Receive Bids December 28, 1983 at 9:00 a.m. Ordered WPC Engineering to prepare bid documents.
24.	Received Centennial Park Sec. III, Water Mains to serve Fasson.	Approved. Notice to Contractors on Friday, December 9&16, 1983. Receive Bids on Wednesday, December 28, 1983 at 9:00 a.m.
25.	Received Partial Release of Easement of Sanitary Sewer Park West Shopping Center - Scott's Grocery Building.	Approved A true copy is herein incorporated.
26.	Received pay request for Resolution No. 374-82 Group 9 Sewer Repairs for John Dehner, Inc.; $79,139.65, submitted by Bonar & Associates. Project has been completed & inspected; Completion Affidavit received.	Approved and ordered City Utilities Accounting to make payment: John Dehner, Inc. $ 79,139.65 Lincoln Bank Escrow 4,165.24 Issue Letter of Acceptance. Executed Authorization of Payment to Lincoln National Bank - $38,397.01.
27.	Received pay request from Clyde E. Williams & Associates for professional services , Crescent Avenue Improvements Project No. M-F312 - $7,715.50; period Sept. 30 - Oct. 31, 1983.	Approved and ordered payment from 138 972 0006 4431
28.	Received Agreement for temporary use of Barr Street Market - Waterfield Mortgage Company and City.	Approved. A true copy is herein incorporated.
29.	Received City Utilities invoice for $2,049.34 for materials on ornamental lighting system underground on Violet Court, Res. 5957-82; Street Engineering recommends payment as Revolving Barrett Law project.	Approved and ordered payment from Department of Finance.
30.	Received Notice to Proceed; Bonar & Assoc. for Cook Road Water Tank & Pumping Station.	Approved.
31.	Received Protective Covenants - Restrictions & Limitations for Centennial Industrial Park - Section III.	Approved.
32.	Received Agreement for Sanitary Sewer Extension, Freeman Street, between Shar, Inc. & City.	Approved. A true copy is herein incorporated. Order sent to Common Council Dec. 13, 1983. Returned to WPC for recording. Prior approval requested.
33.	Received City/County Intergovernmental Cooperation Data Processing Service Agreement.	Approved. Sent to Department of Finance. A true copy is herein incorporated.

34.	Received Fasson Sewer Assessment Waiver of sewer assessment and tap charges recommended by Karl Bandemer, Economic Development Director.	Approved.
35.	Received the following Driveway Application.	Approved and permits issued.
36.	Received the following Street Light Petitions:	Approved and ordered Street Light Engineering to investigate and report.

Item 35:

2402 Bellflower Lane — Windsor Builders

Item 36:

Street light on Hoagland, Webster & West Foster Parkway from W. Rudisill to W. Branning.
Alley Light 4000 Fairfield and 4000 Arlington Avenue.
Alley Light on southwest corner lot at 711 Kinsmoor; light on east end of Kinsmoor.
Alley light - east and west alley between Calhoun & Harrison.

Meeting adjourned at 11:15 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Jack Wilson Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

WEDNESDAY, DECEMBER 7, 1983

DEPARTMENT OF PUBLIC WORKS
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, J. Wilson, Sr. and Helen V. Gochenour, Clerk	Present
1. Received pay request for Res. 5994-83, Wells St. Resurfacing (First to Hoffman) Dailey Asphalt Products Co., Inc., $11,369.79. (Est. #1)	Approved and ordered payment from CD&P.
2. Received pay request for Res. 5994-83, Wells St. Resurfacing (First to Hoffman) Dailey Asphalt Products Co., Inc., $37,792.72. (Est. #2)	Approved and ordered payment from 1 38 972 004 04 431
3. Received pay request for Res. 5989-83, Barr Street Improvement (Base Bid), L.W. Dailey, Inc. for $106,461.94.	Approved and ordered payment from CD&P.
4. Received pay request for Res. 5989-83, Barr Street Improvement (Alt. II), L.W. Dailey, Inc. for $17,375.18.	Approved and ordered payment from CD&P.
5. Received pay request for Res. 5967-83, Greater McMillen/Pontiac Place, Phase I Tomco Construction Co., Inc. for $3,853.04.	Approved and ordered payment from CD&P
6. Received pay request for Res. 5972, Poplar Neighborhood, Phase II; L. W. Dailey, Inc.; retainage $6,087.32.	Approved and ordered payment from CD&P
7. Received pay request for Res. 5982-83, Greater McMillen (Fruehauf); Yoder & Yoder Concrete Contractors; $38,024.36.	Approved and ordered payment from CD&P
8. Received pay request for Res. 5979-83 East Central, Phase IX(Base, Alternates I&III); Gaines Construction Co., Inc., $4,066.60.	Approved and ordered payment from CD&P
9. Received pay request for Res. 5979-83 East Central, Phase IX(Base, Alternate I&III); retainage $5,568.94.	Approved and ordered payment from CD&P

10.	Received pay request from G&B Construction Co., Inc. for Misc. Invitational Bid - Indian Village; $2,661.50.	Approved and ordered payment from 3 45 006 BWC P4 431; P.O. A 29021
11.	Received pay request from G&B Construction Co., Inc. for Misc. Invitation Bid -Indian Village; $2,821.94.	Approved and ordered payment from 3 45 006 BWC P4 431; P.O. A 29020
12.	Received pay request from Gaines Construction Co., Inc., Est. 3, Res. No. 5961-82, East Central Phase VIII, Phase I, Alt I&II, $2,781.69.	Approved and ordered payment from CD&P
13.	Received pay request from Gaines Construction Co., Inc., Res. No. 5961-82, East Central Phase VIII, Retainage $5,680.12.	Approved and ordered payment from CD&P
14.	Received pay request for Res. 1028-83, Norwood & Houser Subdivisions, Scheidleman Excavating, Inc.; $3,432.45.	Approved and ordered payment from Department of Finance.
15.	Received pay request for Res. 5969-83 Ellen Avenue (Springer Ave to Lakeview Dr) Est. 2, $10,730.88.	Approved and ordered payment from Department of Finance
16.	Received pay request for Res. 5982-83, Yoder & Yoder Concrete Contractors; retainage $9,087.93.	Approved and ordered payment from CD&P
17.	Received pay request from Howard Needles Tammen & Bergendoff for professional engineering services in the amount $10,313.65 for period August 20, 1983 through September 30, 1983; AWT Project C 180774-03, Inv. 63.	Approved and ordered payment from City Utilities Accounting: Due by Check $8,766.60 Due by Note 1,547.05
18.	Received pay request for Project HHS 200-9 (1) Coliseum Blvd. Signal Interconnect Evaluation Study; $2,105.49 to Clyde E. Williams & Associates.	Approved and ordered payment from LR&S 138 972 0011 4431
19.	Received pay request for Misc. Invitational Bid, Reed Road Sidewalk (West Side-Charlotte Ave to Vance Ave) from Brooks Construction Co., Inc.; $2,997.00.	Approved and ordered payment from 345 006 BWCP 4431; P.O. A 29458
20.	Received pay request for Res. 5971,83, Asphalt Resurfacing Group 3, Dailey Asphalt Prod. Company, Est. 7; $6,255.09.	Approved and ordered payment from 138 972 003 84 431
21.	Received Change Order No. 1, Res. No. 5994-83, Wells Street Resurfacing; Increase in amount of $1,826.01	Approved and order sent to Common Council on December 27, 1983.
22.	Received Change Order No. 1; Res. No. 5993-83, Pontiac Street Resurfacing; Increase in amount of $12,247.50.	Approved and order sent to Common Council on December 27, 1983.

25. Received Contract No. 890-83, T-G Excavating, Inc; $29,613.70; Wallywood Storm Sewer, with bonds.

Approved and order sent to Common Council on December 27, 1983.

26. Received request from WPC Engineering for authorization to mail out Invitational Bid package for St. Joe Study Area Res. No. 310-80 "Interconnect 60" Pipe Removal at St. Joe Pump Station.

Approved and forwarded to WPC for distribution.

Receive Bids on December 16, 1983

27. Received Sanitary Sewer Construction Permit for Vernon Werking; Hazelhurst Drive; Porter Construction, Inc.

Approved.
Issued B.O. 188-83

28. RESOLUTION 73-235-28

WHEREAS, SCOTT & DEBBY KUHN and ROBERT & JUDITH POWELL have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public portion of the street in Fort Wayne, Allen County, to wit:

> A 50' x 142' 01" portion of Dellview Drive, Eastland Gardens Addition - Section "B" to the City of Fort Wayne, Indiana said portion described above borders Lots 262 & 261

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public street has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public street hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public street hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public street or part thereof for the vacation and operation of its utility facilities shall be not deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

Approved this 7th Day of December, 1983.

29. Received final plat of Sawmill Woods Section I, Amended; approved and submitted by the Fort Wayne City Plan Commission.

Approved.

30. Received Appraisal valuation of Bareland Lot at 1439 South Anthony Blvd; appraised at $150.00.

Approved.

31. RESOLUTION 73-236-31

WHEREAS, ALAN GRIEBEL has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public utility easement situated in Fort Wayne, Allen County, to-wit:

> 14 foot easement on the east edge of Lot #35, Summit Ridge Addition, except for the North 10 feet of said easement

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the general Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public utility easement has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public utility easement hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public easement hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public easement or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

Approved this 7th Day of December, 1983.

32. RESOLUTION 73-236-32

WHEREAS, SCOTT & DEBBY KUHN AND ROBERT & JUDITH POWELL have petitioned and request the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public portion of the street in Fort Wayne, Allen County, to-wit:

> A 50' x 142' 01" portion of Dellview Drive, Eastland Gardens Addition - Section "B" to the City of Fort Wayne, Indiana said portion described above borders Lots 262 & 261

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the general Assembly of the State of Indiana, as amended by Section 3 Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public street has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public street hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public street hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public street or part thereof for the vacation and operation of its utility facilities shall be not deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

Approved this 7th Day of December, 1983.

33. Received Grant Application for Rehabilitation of Sewers - SSES Sub-systems - DS, ES, GS, KS. — Approved.

34. Received Resolution No. 395-83 Rehabilitation of Sewers - SSES Sub-systems - DS, ES, GS, KS. (Sewer Utility Funds of City Utilities) — Approved. A true copy is herein incorporated.

35. Received request from Mr. Huntine to reduce acreage subject to area connection fees for St. Joe Interceptor Project; Maplecrest Road. — Approved.

36. Received request from Ann Oxley, Channel 39 for reduction in area sanitary sewer connection fees. — Approved.

37. Received the following Driveway Applications: — Approved and permits issued.

1310 North Anthony Blvd.	Roger Wilson
800' W. Wells St. on Louisedale	Brooks

38. Received Light Order for installation of standard street lights on Freeman from 2100 to 3400 block. (No. 5141) — Approved and issued B.O. #190-83

39. Received the following Light Orders: — Approved.

#5128	Alley lights S. Harrison from Cox Drive to Burns Rd.
#5136	Street lights on Waycross Dr. between Homedale Dr & Oakwood Dr.
#5140	Street lights on Lillie St. between Oxford St. & Rudisill Blvd.
#5144	Alley light behind 2407 John St.
#5145	Change-out lighting on John Street
#5146	Street light on Old Mill Rd. & Branning Ave.
#5147	Street lights on E. State Street
#5148	Street light on Webster between Masterson Ave & Williams St.
#5149	Street light on Kinnaird Ave. between Beaver Ave. & Indiana Ave.
#5150	Street lights on Winter (1428)
#5151	Street lights on Winter between Paulding Rd & Ventura Ave.
#5154	Street light on Webster St. north of Branning Ave.
#5155	Alley light 3900 Buell Dr. & Rudisill Blvd.
#5156	Street light 1929 Reckeweg Rd.
#5157	Alley light behind 2024 Broadway
#5158	Alley lights Winch Street 2500 block
#5159	Street light 3726/3716 Marigold Drive

Meeting adjourned at 11:00 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

WEDNESDAY, DECEMBER 14, 1983

DEPARTMENT OF PUBLIC WORKS
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins, J. Wilson, Sr. and Helen V. Gochenour, Clerk	Present
1. Received pay request for Rivergreenway Project, Fleming Excavation, Inc.; $29,752.58.	Approved and ordered payment from Department of Finance. Account #010 006 RVRG 4431
2. Received pay request for New Civic Center Parking Garage Phase II, Miller-Davis Co.; $45,126.00.	Approved and ordered payment from Department of Finance
3. Received pay request for Berry Street Abandonment, Res. 386-83, Div. II, Part A, Midwest Mole, Inc.; $32,669.35.	Approved and ordered payment from City Utilities Accounting.
4. Received pay request for Res. 390-83 Hazard Mitigation Project, Est. 3, T-G Excavating, Inc.; $19,488.60.	Approved and ordered payment from City Utilities Accounting
5. Received pay request for Res. 5984-83, Dikes, Nebraska Neighborhood Area, Est. 5; $85,213.31. (Flood Account) Spears-Dehner, Inc.	Approved and ordered payment from City Utilities Accounting.
6. Received pay request for Res. 5988-83, Fairfield, River Forest, Hessen Cassel Resurfacing; $19,600.57.	Approved and ordered payment from 138 972 004 04 431
7. Received pay request for Indiana Dept. of Highways, City's portion of railroad work - Glasgow Ave. $2,459.29; Lumbard St. $3,440.13; Washington Blvd. $7,512.35. (Total $13,411.77)	Approved and ordered payment from LR&S 138 972 0018 4431
8. Received pay request for Res. 5976-83, Hanna-Creighton, Phase VIII (2) $19,327.25; L. W. Dailey, Inc.; also retainage $7,104.50.	Approved and ordered payment from CD&P.
9. Received pay request for Res. No. 5935-82, East Central, Phase VII, $11,614.59; L. W. Dailey, Inc.	Approved and ordered payment from CD&P
10. Received pay request for Res. 5935-82, East Central, Phase VII; $Retainage in the Amount of $2,243.61.	Approved and ordered payment from CD&P

11.	Received check from U.S. Postal Service Res. 5974-83, Lafayette Street R.R. Overpass Demolition; $17,057.70 - $6,893.68 to O'Rourke Construction Company per invoice;$4,925.60 to City for engineering & inspection services; $5,238.42 in escrow; as recommended by Street Engineering.	Approved. Ordered payment to O'Rourke Construction Company - $6,893.68 through Department of Finance.
12.	Received pay request for N&W Railroad Crossings (Group 3) E. Washington, Lumbard & Glasgow; Turnbell Engineering Co., Inc., $5,529.00 for professional engineering services.	Approved and ordered payment from LR&S 402 138 972 0018 4431.
13.	Received Sewer Construction Permit from WPC - Swinney Park Sanitary Sewer Ext.; Land, Inc., Contractor. B.O. #90-83	Approved.
14.	Received Contract from Huguenard/Schenkel for Res. 5996-83, Central Businesss District Improvement; $18,238.00, with bonds (CD&P).	Approved and order sent to Common Council December 27, 1983.
15.	Received pay request from All Star Construction & Excavating, Inc.; Contract 83-04A, West Jefferson Main Replacement $4,758.85.	Approved and ordered payment from City Utilities Accounting.
16.	Received report from Street Engineering on Petition for improvement of sidewalks in 400 block of Dalman with recommendation of improvement of $6,300; $1,575 - City; $4,725 - Property Owners.	Approved as a 1984 project.
17.	Received report from Street Engineering on Petition for repair of curbs in front of 431 E. Wayne with recommendation that no action be taken.	Approved.
18.	Received inspection report from Water Engineering for Regency Park Place Water Contract No. 8308, Kurtz Excavating, Inc., project completed in satisfactory condition.	Approved and ordered Letter of Acceptance written.
19.	Received report from City Utilities for 1983 Write Offs requesting approval to write off to the reserves.	Approved.
20.	Received petition for alley light 620 Runnion Street.	Approved and ordered Street Engineering to investigate and report.

Meeting adjourned at 10:30 a.m.

Stephen A. Bailey, Chairman

B. R. Collins, Member

Jack Wilson, Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

WEDNESDAY, DECEMBER 21, 1983

DEPARTMENT OF PUBLIC WORKS
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins,
J. Wilson, Sr. and
Helen V. Gochenour, Clerk

1. RECEIVE BIDS

Resolution No. 391-83 Lawrence Drain Improvement, Phases I, II & III.

	Phase I&II
T-G Excavating, Inc.	$180,112.45
Scheidleman Excavating	216,477.40
Moellering Constr.	226,573.75
Land Excavating	188,247.50
Bercot, Inc.	234,420.00
John Dehner, Inc.	216,895.10
Evans, Inc.	210,309.00
Engineer's Est.	257,450.00

Award Contract on Thursday, December 22, 1983 at 9:00 a.m.

Prior approval requested.

RECEIVE BIDS

2. Resolution No. 394-83 Baer Field Air Traffic Control Tower, Sanitary Sewer Extension.

All Star Construction	$22,381.10
Bercot, Inc.	32,631.50
Brooks Construction	26,601.35
Butler & Butler	30,537.00
Earth Construction	27,985.50
John Dehner, Inc.	27,062.90
Land Excavating	23,670.00
L. W. Dailey, Inc.	27,810.55
Scheidleman Excavating	22,295.03
T-G Excavating, Inc.	24,887.80
Tomco Construction	24,862.50
Evans, Inc.	27,731.00
Engineer's Est.	27,591.65

Award Contract on Thursday, December 22, 1983 at 9:00 a.m.
Prior Approval requested.

3. Received pay request for Crescent Avenue Improvements-M-F312; Clyde E. Williams & Asssociates Inc. for period of October 31-December 1, 1983; $4,497.25.

Approved and ordered payment from Account LR&S 138 972 0006 4431

4. Received inspection report from WPC Engr. Sanitary Sewer Extension-Root's Camp 'N Ski (6844 N. Clinton); recommends it be made an integral part of the City's Sewer System; Byerley Sales Corporation.

Approved and ordered Acceptance Letter written.

5. Received "Certification of Completion" and final pay Estimate No. 71 to Hagerman-Shambaugh; $176,200; WPC Plant Expansion Div. I, C-180538-01; to cover items in Change Order No. 30.

Approved.
Ordered payment from City Utilities Accounting.

6.	Received pay request from Howard Needles, Tammen & Bergendoff for construction engineering services performed for WPC Expansion Div. I C 180538-01; Inv. 106-$2,639.29; Inv. 107-$98.52; Inv. 108-$6,115.90 final billing.	Approved and ordered payment from City Utilities Accounting.
7.	Received report from Street Engineering on petition for curbs on Woodward between Curdes & Lawndale; cost to City - $11,000; Property Owners Cost $11,000.	Approved. Work to be submitted for 1984 season.
8.	Received inspection report from WPC Engr.; Brotherhood Place, Ludwig Road Sanitary Sewer; recommends it be made an integral part of the City's sanitary sewer system.	Approved and ordered Letter of Acceptance written.
9.	Received final assessment roll from Street Lighting for Resolution No. 166-83, Hoagland-Packard-Kinsmoor.	Approved. Advertised Notice of Assessment on Friday, December 30, 1983 & January 6, 1984. Hearing on Confirmation of Assessment Roll January 19, 1984 at 3:30 p.m. Notices mailed January 6, 1984.
10.	Received recommendation from WPC Engineering to oversize sanitary sewer serving Sawmill Woods Section I. Payment for this oversizing to be in lieu of a portion of area connection fees.	Approved.
11.	Received recommendation from WPC Engineering for a deeper sewer to serve area north and west of Summit City Investments Project in the St. Joe Study Area. Payment for this oversizing to be in lieu of a portion of area connection fee.	Approved.
12.	Received Plat of Centennial Industrial Park Sec.III & IV-Protective Covenants, Restrictions & Limitations, approved and submitted by the Fort Wayne City Plan Commission.	Approved.
13.	Received pay request from T-G Excavating, Inc., Berry St./Begue 60" Brick Sewer Repair Res. No. 357-83; $12,952.52.	Approved and ordered payment from City Utilities Accounting.
14.	Received pay request from All Star Construction & Excavating Inc., Maplecrest Road Feeder Main, Contract No. 83-XP-2; $42,527.25.	Approved and ordered payment from City Utilities Accounting.
15.	Board of Public Works petitioned the City Plan Commission for the vacation of a portion of Jefferds Ave, within the City of Ft. Wayne: Jefferds Avenue, from its point of intersection with the East line of Sidney Street and the South West right-of-way line of U.S. Highway 24-30 East, all in Lincoln Highway Park Addition to the City of Fort Wayne.	Forwarded to City Plan Commission for action.

16.	Received report from Street Engineering for Brandy Chase Cove, Maplecrest Plaza, completion affidavit received from Yoder & Yoder; recommends acceptance as it meets all City Specifications.	Approved and ordered Acceptance Letter written.
17.	Received pay request for Res. 5976-83, Hanna-Creighton VIII, Phase II, Neighborhood Improvement Project; $9,700.00; L. W. Dailey, Inc.	Approved and ordered payment from CD&P.
18.	Received pay request for Res. 5983-83 Memorial Park, Phase II (Base Bid); Hipskind Concrete Corp.; $4,979.52.	Approved and ordered payment from CD&P.
19.	Received pay request for Res. 5983-83 Memorial Park, Phase II Alt. I&II; Hipskind Concrete Corp.; $15,794.46.	Approved and ordered payment from CD&P.
20.	Received pay request for Res. 5933-82, Hanna-Creighton, Phase VI; Rieth-Riley Construction Co; $6,642.00.	Approved and ordered payment from CD&P.
21.	Received pay request for Res. 5967-83 Greater McMillenI/Pontiac Place I; Retainage - $12,172.09.	Approved and ordered payment from CD&P.
22.	Received pay request for Res. No. 83-XP-3 Cook Road Industrial Park; Land Inc.; $39,280.95.	Approved and ordered City Utilities Accounting to make payment.
23.	Received Sanitary Sewer Petition on Spruce Drive from Ardmore Ave. to Fernwood Avenue.	Approved and ordered WPC to investigate and report. Issued B.O. #191-83
24.	Received petition for street light between Lewis & Madison - 1160 Monroe. Petition for lights at 101 block of Norfolk to 215 Norfolk.	Approved and ordered Street Light Engineering to investigate.
25.	Received the following Driveway Applications:	Approved and permits issued.
	McKinley, 200' South of Covington Rd.	Bercot-Gibson
	6910 Ordway Dr.	Windsor Builders, Inc.

Meeting adjourned at 11:00 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

THURSDAY, DECEMBER 22, 1983

DEPARTMENT OF PUBLIC WORKS
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins J. Wilson, Sr. and Helen V. Gochenour, Clerk	Present
1. AWARD CONTRACT Received tabulation and recommendation prepared by Water Pollution Control for Resolution 394-83 Baer Field Sanitary Sewer Extension Baer Field Air Traffic Control Tower (WPC).	AWARD CONTRACT to Scheidleman Excavating, Inc., in the amount of $22,295.13, subject to councilmanic approval. Prior Approval requested. Ordered WPC to prepare contract documents.
2. AWARD CONTRACT Received tabulation and recommendation prepared by Water Pollution Control for Resolution 391-83 Lawrence Drain Improvement Phase I,II&III (Sewer Relief Fund)	AWARD CONTRACT to T-G Excavating, Inc., in the amount of $180,112.95, subject to councilmanic approval. Phase I&II. Prior Approval requested. Ordered WPC to prepare contract documents.
3. Received pay request #4 FINAL Spy Run Study Area C 180599-07, Res. No. 325-80; Butler & Butler Construction Co.; $6,469.00.	Approved and ordered City Utilities Accounting to make payment.
4. Received pay request for Resolution 5992-83, Lafayette Corridor Improvement, Tree Planting, Lawn & Turf Landscaping, Inc. $17,255.50.	Approved and ordered CD&P to make payment.

Meeting adjourned at 9:15 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

TUESDAY, DECEMBER 27, 1983
EMERGENCY BOARD MEETING

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910 City County Building
Meeting held at 1:30 p.m.

S. A. Bailey, J. Wilson, Sr. and Helen V. Gochenour, Clerk — Present

1. EMERGENCY RESOLUTION NO. 73-244-1

COMES NOW, Helen V. Gochenour, and states that she is the duly appointed and serving Clerk to the Board of Public Works of the City of Fort Wayne, Indiana, and that in said capacity she is the keeper of all of the records, minutes, journals and resolutions of said Board and that the following are true and correct copies of resolutions of the Board of Public Works passed at a special emergency meeting thereof, held on the 27th day of December 1983, to-wit:

BE IT RESOLVED, that the Board of Public Works does hereby approve of the Standby Financing Agreement by and between Fort Wayne Center Associates, Ltd., and the City of Fort Wayne, Indiana, by and through its Light and Power Utility. A copy of this Agreement is attached hereto as a part hereof as Exhibit A and all of the terms and conditions of same are hereby ratified and deemed enforceable obligations of the Board of Public Works;

BE IT FURTHER RESOLVED THAT THE Board does hereby approve of that certain "Reimbursement Agreement" between the Fort Wayne National Bank, Fort Wayne, Indiana, and the City of Fort Wayne and a copy of said Reimbursement Agreement is attached hereto as a part of Exhibit B. This Agreement is approved and ratified in all respects and is enforceable in accordance with its terms and the Board is hereby empowered to follow the terms and conditions of same and said Agreement is deemed an enforceable obligation of the City and its utilities:

BE IT FURTHER RESOLVED that the Board of Public Works does hereby grant and convey unto the Fort Wayne National Bank of Fort Wayne, Indiana, a lien on the net operating revenues of the City of Fort Wayne's Light and Power Utility Fund as required in the annexed Reimbursement Agreement. Specifically, said lien granted in favor of the Fort Wayne National Bank is for a sum of Four Hundred Thousand Dollars ($400,000.00) per year, commencing in the year 1984, cumulatively, during the term of the Reimbursement Agreement;

BE IT FURTHER RESOLVED THAT the Four Hundred Thousand Dollars ($400,000.00) per year of net operating revenues pledged to the Fort Wayne National Bank pursuant to the Reimbursement Agreement shall be segregated in a separate fund and deposited, annually, with the Fort Wayne National Bank, who shall pay to the City a market interest rate on same, as negotiated from time to time by said Bank and the City Controller and that said monies shall remain so segregated and on deposit in a separate reserve fund, as accumulated, for the term of the Reimbursement Agreement and that authority is hereby specifically given for the establishment of this separate fund;

BE IT FURTHER RESOLVED THAT during the term of the Reimbursement Agreement the Board of Works does hereby covenant and warrant, to and for the benefit of the Fort Wayne National Bank, that no other liens shall be placed upon the net operating revenues of the City of Fort Wayne's Light and Power Utility Fund:

BE IT FURTHER RESOLVED THAT in the event that the Fort Wayne National Bank is required to honor its Letter of Credit to the Bank of America, as referenced in the Reimbursement Agreement, then, and in such event, the City shall repay to said Bank all sums said Bank was required to pay under its Letter of Credit within a hundred and eighty (180) days from date of payment as made by the Fort Wayne National Bank. The City's payment source may include the issuance and sale of revenue bonds against the operating revenues of the City of Fort Wayne's Light & Power Utility;

BE IT FURTHER RESOLVED THAT in the event the Fort Wayne National Bank is required to honor its Letter of Credit pursuant to the Reimbursement Agreement, that the Board of Works shall grant a lien to said Bank, at that time, on all net operating revenues of the City of Fort Wayne's Light & Power Utility Fund to the extent necessary to repay to said Bank the sums expended by the Bank under its Letter of Credit; and

BE IT FURTHER RESOLVED THAT the individual members of the Board of Public Works are hereby empowered and authorized to execute any and all documents as referenced herein and any and all other documents as reasonably required by the Fort Wayne National Bank to fulfill the Resolutions of the Board of Public Works as made herein.

IN WITNESS WHEREOF, this Certification has been signed this 27th day of December 1983.

Helen V. Gochenour

Helen V. Gochenour, Clerk of the
Board of Public Works

IN WITNESS WHEREOF, comes now the individual members of the Board of Public Works of the City of Fort Wayne, Indiana and state that the above and foregoing are true and correct resolutions of the Board of Public Works as contained in the minutes and journals of said Board.

Stephen A. Bailey, Chairman

Jack Wilson, Sr.

Jack Wilson, Sr., Member

2. EXHIBIT A

Standby Financing Agreement is entered into by and between Fort Wayne Center Associates, Ltd., and the City of Fort Wayne, by and through its Light & Power Utility.

Approved by the Board of Public Works and a true copy is herein incorporated.

3. EXHIBIT B

Standby Financing Agreement is entered into by and between Fort Wayne Center Associates, Ltd., and the City of Fort Wayne, Indiana, by and through its Light & Power Utility.

Approved by the Board of Public Works and a true copy is herein incorporated.

Meeting adjourned at 11:00 a.m.

Stephen A. Bailey, Chairman

Jack Wilson, Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

WEDNESDAY, DECEMBER 28, 1983

DEPARTMENT OF PUBLIC WORKS
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, Jack Wilson, Sr. and Helen V. Gochenour, Clerk — Present

1. RECEIVE BIDS
   Resolution No. 396-83, Centennial Park Sanitary Sewer

   Award Contract on Wednesday, January 4, 1984.

Bercot, Inc.	$203,681.95
John Dehner, Inc.	185,780.08
Earth Construction	180,984.25
Evans, Inc.	197,472.00
Land, Inc.	163,535.10
Scheidleman Excavating	159,800.40
T-G Excavating	201,293.91
Engineer's Estimate	283,930.43

2. RECEIVE BIDS
   Contract 83-XP-5, Centennial Park Water Main

   Award Contract on Wednesday, January 4, 1984.

Bercot, Inc.	$191,609.30
All Star Excavating	188,352.82
John Dehner, Inc.	207,189.00
Evans, Inc.	334,438.00
Land, Inc.	180,282.95
Scheidleman Excavating	179,667.68
T-G Excavating	174,227.75
Engineer's Estimate	221,533.75

3. Received pay request from Howard Needles Tammen & Bergendoff for professional engineering services in the amount of $6,291.17 for period October 1 through October 28, 1983; AWT Project C-180774-03; Invoice #64.

   Approved and ordered payment from City Utilities Accounting:

Due by Check	$5,347.49
Due by Note	943.68

4. Received Driveway Applications:

5105 Industrial Road	James Beckstein
2787 Maplecrest Road	Graber & Graber

   Approved and permits issued.

5. Received Street Light Petition for Oliver Street from McKinnie to Milton Street (4200)

   Approved and ordered Street Light Engineering to investigate & report.

6. Received Sidewalk Petition for 4111 Wenonah Lane.

   Approved and ordered Street Engineering to investigate & report. Issued B.O. 192-83.

Meeting adjourned at 9:20 a.m.

Stephen A. Bailey, Chairman

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:
Helen V. Gochenour
Helen V. Gochenour, Clerk

WEDNESDAY, JANUARY 4, 1984

DEPARTMENT OF PUBLIC WORKS
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins,
J. Wilson, Sr. and
Helen V. Gochenour, Clerk

Present

1. AWARD CONTRACT

Received tabulation and recommendation prepared by Water Engineering for Centennial Industrial & Business Park Contract 83-XP-5. (Water Engineering).

AWARD CONTRACT to T-G Excavating, in the amount of $174,221.75, subject to councilmanic approval.
Prior Approval requested.
Ordered Water Engineering to prepare contract documents.

2. Received Acceptance Agreements - WPC Plant Expansion AWT C-180774-03 for:
Item D11/1-Centrifugal blowers and accessories
Item D11/4-Aeration air header-Tanks 4&5
Item D11/5-Secondary tank equipment-Tanks 4&5
Item D11/6-Return sludge air lift pumps-Tanks 4&5
Item D11/6-Return sludge air lift pumps-Tanks 1,2&3
Item D11/15-Pond dredge booster pump
Item D11/2-Return sludge pumps - Tanks 6 - 9 (4)
Item D11/8-Plant water strainers (5)
Item D11/36-Sludge recirculation pumps (4)

Approved and forwarded to Water Resources.

3. Received pay request No. 24 AWT C-180774-03 Hagerman/Shambaugh for period October 19 to November 26, 1983.

Approved and ordered City Utilities Accounting to make payment:

	Check	Note
Hagerman/Shambaugh	$73,831.85	$8,686.10
Lincoln National Bank		4,343.05

4. Received inspection report from WPC; Res. No. 371-82 Pump Station Elimination/Interconnection Project; Earth Construction & Engineering, Inc.; recommends it be made an integral part of the City's sewer system.

Approved and ordered Acceptance Letter written, stating that Maintenance Bond will expire October 10, 1984.

5. Received Warranty Deed for property Lot No. 42 in Fletcher's Outlot deeded to Horace Lee; total purchase price of $200.00 (lot located at 1439 South Anthony Blvd.)

Approved.

6. Received request from WPC Engineering re: Wheatridge Investors, Inc. to assign their reimbursement fees to Bonar & Associates; Wheatridge Sewer Reimbursement Contract.

Approved and forwarded to WPC Engineering & New Water/Sewer Permit Department.

7. Received inspection report from Water Engr. on Maplecrest Tank Rehabilitation, Contract 83-01; Neumann Co. Contractors, Inc.; reports project completed in satisfactory condition.

Approved and ordered Letter of Acceptance written.

8.	Received request from WPC Engineering for authorization to expend $7,534.48 to Reid, Quebe, for completion of additional engineering work on CSO(Combined Sewer Overflow) C-180775-01.	Approved.
9.	Received request to pay All Star Construction $11,873.70, Res. No. 1030-83, Morell Drive Water Main.	Approved and ordered payment from Department of Finance.
10.	Received Encroachment of City Property, South side of Lots #3&4, Noel & Ewings Addition; 5 feet on public right-of-way on the east side of Lot #1 Bonds 1st Addition, also Lot #7, Blk. #32, Ewings Addition, except N 64 feet for trees and landscape; George & Rosemary Lebamoff and Boris & Marie Kostoff.	Approved. A true copy is herein incorporated.
11.	AWARD CONTRACT	
	Received tabulation and recommendation prepared by WPC Engineering for Centennial Park Sanitary Sewer, Res. No. 396-83. (Sewer Utility).	AWARD CONTRACT to Scheidleman Excavating, Inc., in the amount of $159,800.40, subject to councilmanic approval. Prior Approval requested. Ordered WPC to prepare contract documents.
12.	Received pay request for Resolution No. 392-83, Cook Road Industrial Park ITT; Bercot, Inc., $50,899.73.	Approved and ordered payment from City Utilities Accounting.

Meeting adjourned 10:30 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Jack Wilson Sr.

Jack Wilson, Sr., Member

Attest:

Helen O. Gochenour

Helen Gochenour, Clerk

EMERGENCY BOARD MEETING
WEDNESDAY, JANUARY 4, 1984

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 2:00 p.m.

S. A. Bailey, B. R. Collins, Present
Jack Wilson, Sr. and
H. V. Gochenour, Clerk

1. Water Utility Emergency Resolution No. 73-250-1

WHEREAS, an existing 36" gate valve on one of the two raw water lines to the Water Filtration Plant has broken on Parnell Avenue at Ferguson; and

WHEREAS, the replacement of this valve cannot be performed by City personnel; and

WHEREAS, an emergency exists to immediately repair this valve;

NOW, THEREFORE, the Board of Public Works declares that an emergency does exist to immediately replace the valve and directs the following actions to be taken:

1. The Water Engineering Department shall prepare a purchase requisition for purchase of necessary materials estimated to cost $15,000.00;
2. The Water Engineering Department shall solicit invitational quotations from qualified local contractors;
3. The Purchasing Department shall, upon the receipt of the purchase requisition, issue a purchase order;
4. The Board of Public Works, upon receipt of quotations, will proceed without any unnecessary delay to award the contract to the lowest and most qualified contractor with the Water Utility providing all materials.
5. The Chief Water Engineer and Water Filtration Superintendent shall be jointly in charge of, and responsible for, the inspection of the repair and replacement of said valve.

Adopted this 4th day of January, 1984.

Meeting adjourned at 2:20 p.m.

S. A. Bailey, Chairman

Betty R. Collins
B. R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:
Helen V. Gochenour
Helen V. Gochenour, Clerk

MONDAY, JANUARY 9, 1984

Department of Public Works
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, B. R. Collins Jack Wilson, Sr. and H. V. Gochenour. Clerk	Present

1. AWARD CONTRACT

Received recommendation from Water Engineering, Emergency Resolution No. 73-250-1, "36" Gate Valve Replacement, Parnell at Ferguson (C.U. Water Engineering & Filtration Plant).	AWARD CONTRACT TO John Dehner, Inc. in the amount of $8,800.00, subject to councilmanic approval. Contract awarded to low bidder to conditions stated therein.

Meeting adjourned at 9:15 am

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

WEDNESDAY, JANUARY 11, 1984

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 2:00 p.m.

S. A. Bailey, B. R. Collins Jack Wilson, Sr. and H. V. Gochenour, Clerk	Present

1.	Received pay request for Joint Levee/River-greenway Flood Project to Fleming Excavating Inc.; amount of $16,335.81; submitted by Bonar & Associates, Inc.	Approved and ordered payment from Department of Finance. Account #010 006 RVRG 4431
2.	Received pay request for Contract 8307, Spanish Trail/Cadena Lane Water Main Ext.; Invoice #1 in amount of $6,957.08 to All Star Construction & Excavating, Inc.	Approved and ordered City Utilities Accounting to pay (Water Engineering)
3.	Received pay request for Contract 8307 Spanish Trial/Cadena Lane Water Main Ext.; Invoice #2 in amount of $12,779.80 to All Star Construction & Excavating, Inc.	Approved and ordered City Utilities Accounting to pay (Water Engineering)
4.	Received pay request for Crescent Avenue Improvements Project M-F312; Clyde Williams & Associates; engineering design services for period October 31, November 30, 1983.	Approved and ordered payment from LR&S 138 972 0006 4431.
5.	Received pay request for Res. No. 5978-83 Pontiac Place, Phase II (Alt. II-Colerick); in the amount of $2,783.96.	Approved and ordered payment from CD&P
6.	Received pay request for Res. No. 5984-83, Dikes, Nebraska Neighborhood Area, Est. #6 in amount of $14,765.39.	Approved and ordered payment from City Utilities Accounting.
7.	Received pay request for Res. No. 5974-83 Lafayette Street Overpass Demolition; O'Rourke Construction Company for retainage in the amount of $5,238.42 from funds received from U.S. Postal Service.	Approved and ordered payment through Dept. of Finance
8.	Received Quit-Claim Deed whereby the City quit-claims to Ethel Brewer the following described real estate: Lot 10 L.M. Jones Subdivision of Out Lot 1 Commissioner Addition to Laselleville, IN.	Approved and a true copy herein incorporated. Ordered George Martin, Attorney at Law, to have same recorded. Original Quit-Claim Deed dated Sept. 30, 1983 was lost in transit for recording.
9.	Received Westwood Valley, Section I, Sewer Construction Permit; Geiger Developing Inc.; 5130 N - Hwy. 24 E Huntington, IN.	Approved and issued B.O. #2-84. Approved 100' of oversizing amounting to approximately $1,100.00.
10.	Received Contract 391-83, Lawrence Drain Sewer Improvement Project; T-G Excavating, Inc., in the amount of $180,112.34, with bonds.	Approved and order sent to Common Council January 24, 1984.

11.	Received inspection report from WPC Engr. for Sawmill Woods Section I Sanitary Sewer Ext; Geiger Developing Inc.; meets standards and should be accepted as an integral part of City's sanitary sewer system.	Approved and ordered Acceptance Letter written.
12.	Received inspection report from WPC Engr. for Sawmill Woods Section I Storm Sewer; Geiger Developing Inc; meets standards and should be accepted as an integral part of City's storm sewer system.	Approved and ordered Acceptance Letter written.
13.	Received inspection report from Water Engineering; Sawmill Woods, Section I Water Contract 8311; Geiger Developing Inc.; recommends be accepted.	Approved and ordered Acceptance Letter written.
14.	Received inspection report from WPC Engr. for Res. 389-83, Phase III in Alley N. of Burgess & E. of St. Mary's Avenue; Bercot, Inc; meets standards and specifications and should be accepted as an integral part of the City's sewer system subject to Maintenance Bond; Bercot, Inc.	Approved and ordered Acceptance Letter written.
15.	Received inspection report from WPC Engr. for Res. 352-80, Junk Ditch Study Area Project 180599-09; Bercot, Inc; recommends be accepted as an integral part of the City's sewer system, subject to maintenance bond.	Approved and ordered Acceptance Letter written.
16.	Received inspection report from WPC Engr. for Res. 371-82 Contract 371-82 Phase I-A Pump Station Elimination; T-G Excavating; recommends project be accepted & since it was only the removal & elimination of abandoned lift station, required Maintenance Bond be waived.	Approved and ordered Acceptance Letter written.
17.	Received inspection report from WPC Engr. for Res. 326-80, Spy Run Study Area Project C-180599-07; Bercot, Inc; recommends be accepted as an integral part of the City's sewer system subject to Maintenance Bond.	Approved and ordered Acceptance Letter written.
18.	Received inspection report from WPC Engr. for Res. 340-80; North Maumee Study Area Project C-180599-08; Bercot, Inc.; recommends it be accepted as an integral part of the City's sewer system subject to Maintenance Bond.	Approved and ordered Acceptance Letter written.
19.	Received recommendation from Street Engr. Res. 5956-82, Curbs & Sidewalks, Oakdale Dr. between Fairfield & Hoagland, Huguenard/Schenkel Inc., project is complete except for minor restoration of sod placement.	Approved and ordered to proceed with preparation of assessment roll.

20.	Received inspection report from WPC Engr. Re: 4125 Hazelhurst Sanitary Sewer Extension; Don Porter, Inc.; to accept as an integral part of the City's sanitary sewer system.	Approved and ordered Acceptance Letter written.
21.	Received Contract 83-XP-5 Centennial Ind. & Business Park; T-G Excavating, Inc., $174,221.75, with bonds.	Approved and order sent to Common Council on January 24, 1984.
22.	Received Driveway Applications: 7419 Wood Valley Drive — Hallmark Homes 1209 Reckeweg Rd. — Simerman Constr.	Approved and permits issued.
23.	Received Street Light Petition for Kinsmoor and Nuttman (722 Nuttman to South Wayne and 724 Kinsmoor to South Wayne)	Approved and ordered Street Light Engineering to investigate.

Meeting adjourned at 10:45 a.m.

Stephen A. Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson, Sr.

Jack Wilson, Sr.

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

WEDNESDAY, JANUARY 18, 1984

DEPARTMENT OF PUBLIC WORKS
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, B. R. Collins, J. Wilson, Sr. and Helen V. Gochenour, Clerk	Present
1. Received pay request for Res. No. 5972-83, Poplar Neighborhood Phase II, Alt, #2; L. W. Dailey, Inc., $1,000.00.	Approved and ordered payment from CD&P.
2. Received pay request for Res. No. 5972-83 Poplar Neighborhood Phase II, Alt. 2 L. W. Dailey, Inc., $1,369.60 Retainage.	Approved and ordered payment from CD&P.
3. Received pay request for Contract No. 83-XP-4; Airport Drive & Ferguson Road; Land Excavating, Inc.; $31,444.65.	Approved and ordered payment from City Utilities Accounting.
4. Received pay request for New Civic Center Parking Garage, Phase II; Miller-Davis Company Contractor; $114,420.00; Retainage.	Approved and ordered payment from Department of Finance. Approved Authorization of Payment from Escrow account at Lincoln National Bank in the amount of $114,420.00
5. Received pay request for Res. 177-83; Wells Street project; T&F Construction; $53,651.95.	Approved and ordered payment from CD&P.
6. Received Change Order No. 1, Contract No. 83-XP-1, Leo Road Water Main Extension; Decrease in the amount of $2,858.00; Scheidleman Excavating, Inc.	Approved and order sent to Common Council on January 24, 1984.
7. Received Sanitary Sewer Construction Permit; Shar, Inc.,-Freeman Street Sanitary Sewers for Gregory A. DeLong; T&F Excavating, Inc.	Approved. Issued B.O. 0003-84
8. Received report from Street Engineering on Res. 5969-83, Ellen Avenue pavement and curb repaid; all work completed satisfactorily; Street Engineering to prepare assessment roll.	Approved. Assessment roll forwarded to Street Engineering.
9. Received report from Street Engineering on sidewalk deterioration at 4111 Wenonah Lane; Street Engineering to check as soon as possible, as weather permits.	Approved.
10. Memorandum of Agreement between the Board of Public Works and Allen County Board of Commissioners for lease of 20 parking spaces on Clinton Street/Old Fort Parking Lot at the rate of $.40¢ per day per space for term of One (1) year; January 1, 1984 - December 31, 1984.	Approved.

11. Received Driveway Application: 6279 E. State Blvd. @ Maplecrest; Hardee's.	Approved and permit issued.
12. Designated signatory for the City of Fort Wayne as follows: Resolution No. 73-256-12, "Be it resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that David J. Kiester, Chairman of the Board of Public Works, is hereby designated to be authorized signatory in behalf of the City of Fort Wayne on any instruments or documents pertaining to USEPA GRANTS. The aforesaid signatory is further authorized to execute any subsequent documents pertaining to said USEPA GRANTS for the City of Fort Wayne."	Approved this 18th day of January 1984. A true copy is incorporated herein.
13. Received Water Contract No. 8304 - W.O. 63625 B.O. 1-84, Village of Buckingham, Phase III, Northeastern Enterprises, Inc; in the amount of $42,770.00.	Approved and two (2) copies sent to Water Engineering.

Meeting adjourned at 11:00 A.M.

David J Kiest

David J. Kiester, Chairman

Betty R. Collins

Betty R. Collins, Member

Jack Wilson, Sr.

Jack Wilson, Sr.

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

THURSDAY, JANUARY 19, 1984
PUBLIC HEARING

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910 City-County Building
Hearing held at 3:30 P.M.

D. J. Kiester, Jack Wilson, Sr. and Helen V. Gochenour, Clerk	Present
1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL. Street Lighting Resolution #166-83, Amendment No. 1 for the installation of ornamental street lighting; Hoagland-Packard-Kinsmoor area.	Confirmed and order sent to the Department of Finance.

Meeting adjourned at 3:45 P.M.

David J Kiest
David J. Kiester, Chairman

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

WEDNESDAY, JANUARY 25, 1984

DEPARTMENT OF PUBLIC WORKS
Office of the Board
Room 910, City Cunty Building
Meeting held at 9:00 a.m.

David J. Kiester, Chairman B. R. Collins, J. Wilson, Sr., Members Helen V. Gochenour, Clerk	Present
1. Received pay request for Res. 390-83, DSR 044888, Hazard Mitigation - WPC Plant submitted by Bonar &Associates for payment to T-G Excavating - retainage in the amount of $5,623.82.	Approved and ordered payment from City Utilities Accounting.
2. Received pay request for Res. 5989-83 Barr Street Improvement (Alternate II) P. O. #A-29676; L. W. Dailey, Inc. (Estimate #2) $9,377.28 from App. # 1-95-008-BAR-94-431.	Approved and ordered payment from C.D.&.P.
3. Received pay request for Res. 5989-83 Barr Street Improvement (Base Bid) B. O. #42-83; (Estimate #3); L. W. Dailey, Inc. - $38,342.88 from App. #1-95-008-BAR-94-431, P. O. A-29676.	Approved and ordered payment from C.D. & P.
4. Received pay request - Res. No. 5933-82 Hanna-Creighton Phase VI; Rieth-Riley - $18,118.02 (retainage) from App. No. 1-95-008-HCC-94-431, P.O. #A29584.	Approved and ordered payment from C.D.&.P.
5. Received pay request - Res. 5972-83 Poplar Neighborhood Phase II; (Base Bid) L. W. Dailey, Inc., $1,000.00 from App. #. 1-95-008-POC-94-431, per P. O. No. A-27038.	Approved and ordered payment from C.D. &. P.
6. Received pay request - Res. 5954-82; Kensington Blvd. Island Curb project, B.O. #67-78; Gaines Construction Co., Inc. - $3,929.40 (retainage) from App. No. 3-45-006-BWC-P4-423 per P. O. A-25448.	Approved and ordered payment from 3 45 006 BWC P4 423 P.O. A-25448.
7. Received pay request - Res. 5995-83 - Wells Street Revitalization - Lawn & Turf Landscaping, Inc. - $15,633.99; Their Invoice No. 8215.	Approved and ordered payment from C.D. &.P. (CDBG Funds).
8. Received pay request - Res. 5995-83 - Wells Street Revitalization - Lawn & Turf Landscaping, Inc. - $4,334.40; Their Invoice No. 8210.	Approved and ordered payment from C.D. &. P.

[illegible]

9. Received Contract - Res. 394-83 - Baer Field Air Traffic Control Tower - Scheidleman Excavating - $22,295.13.	Approved and order sent to Common Council on February 14, 1984.
10. Received Sewer Improvement Resolution 889-83 - Reed Road; Karen Avenue for adoption by Board-(Res. 212-1983)	Approved and adopted - A true copy is herein incorporated. Notice to Property Owners 2/3 and 2/10/84. Public Hearing March 1, 3:30 P.M. Advertise. Mail notices 2/10/84.
11. Received Sanitary Sewer Easement Res. 212-1983	Approved and adopted. - A true copy is herein incorporated. Notice to Property Owners 2/3 and 2/10/84. Public Hearing March 1, 1984, 3:30 P. Advertise. Mail notices to Property owners 2/10/84.
12. Received Sewer Construction Permit - Sturges, Griffin, Trent, 202 W. Berry Street, for Sanitary Sewers at Clinton Corners.	Approved. Issued B. O. 0005-84
13. Received request from Street Engineering to advertise for final public hearing on Res. 5957-82 - Curbface walk on Violet Court from Fairfield to Hoagland.	Approved.
14. Received the following street light petition. Lights on Cody Avenue to corners of Anthony & Cody from West of Anthony to Alley West of Anthony - Need street light on pole South side of street at Alley - Cody Avenue.	Approved and ordered Street Light Engineering to investigate and report.
15. Received pay request from City Utilities Quarter Century Club, annual dinner meeting to be held on May 11, 1984 at Lester's Party Room. (Resolution No. 70-73-37 stated that expenses incurred shall be submitted for approval.) ~~Expenses for this forthcoming meeting will be $1,000.00~~.	Approved - ~~Charged to A924, "Special Events and Employee Relations"~~.

Mailed

Meeting adjourned at 9:55 A.M.

David J. Kiester, Chairman

Betty R. Collins, Member

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour, Clerk

WEDNESDAY, JANUARY 25, 1984

DEPARTMENT OF PUBLIC WORKS
Office of the Board
Room 910, City County Building
Meeting held at 9:00 A.M.

David J. Kiester, Chairman B. R. Collins, J. Wilson, Sr., Members Helen V. Gochenour, Clerk	Present
1. Received pay request for Res. No. 390-83, DSR 044888, Hazard Mitigation - WPC Plant submitted by Bonar Associates for payment to T-G Excavating - Retainage in the amount of $5,623.82.	Approved and ordered payment from City Utilities Accounting.
2. Received pay request for Res. No. 5989-83 Barr Street Improvement (Alternate II) P. O. No. A-29676; L. W. Dailey, Inc., (Estimate #2) $9,377.28 from App. No. 1-95-008-BAR-94-431.	Approved and ordered payment from CD&P.
3. Received pay request for Res. No. 5989-83 Barr Street Improvement (Base Bid) B.O. No. 42-83; (Estimate #3); L. W. Dailey, Inc. - $38,342.88 from App. No. 1-95-008-BAR-94-431, P. O. No. A-29676.	Approved and ordered payment from CD&P.
4. Received pay request - Res. No. 5933-82; Hanna-Creighton Phase VI; Rieth-Riley; $18,118.02 (Retainage) from App. No. 1-95-008-HCC-94-431, P.O. No. A-29584.	Approved and ordered payment from CD&P.
5. Received pay request - Res. No. 5972-83 Poplar Neighborhood Phase II; (Base Bid) L. W. Dailey, Inc., $1,000.00 from App. No. 1-95-008-POC-94-431, per P. O. No. A-27038.	Approved and ordered payment from CD&P.
6. Received pay request - Res. No. 5954-82; Kensington Blvd. Island Curb Project; B.O. No. 67-78; Gaines Construction Co., Inc. - $3,929.40 (Retainage) from App. No. 3-45-006-BWC-P4-423 per P.O. No. A-25448.	Approved and ordered payment from 3 45 006 BWC P4 423 P. O. No. A-25448.
7. Received pay request - Res. No. 5995-83; Wells Street Revitalization - Lawn & Turf Landscaping, Inc. - $15,633.99; Their Invoice No. 8215.	Approved and ordered payment from CD&P. (CDBG Funds)
8. Received pay request - Res. No. 5995-83; Wells Street Revitalization; Lawn & Turf Landscaping, Inc. - $4,334.40; Their Invoice No. 8210.	Approved and ordered payment from CD&P.

9. Received Contract; Res. No. 394-83; Baer Field Air Traffic Control Tower; Scheidleman Excavating; $22,295.13.	Approved and order sent to Common Counc on February 14, 1984.
10. Received Sewer Improvement Res. No. 889-83; Reed Road - Karen Avenue Sanitary Sewer Extension. The construction of a local sewer, intended and adapted only for use by the property holds, whose property abuts thereon, and, not intended or adapted for receiving sewage from collateral drains, be and the same is hereby ordered in and along the described centerline. (RES. 212-1983).	Approved and adopted. A true copy is incorporated herein. Notice to Property Owners 2/3 and 2/10/84. Public Hearing March 1, 3:30 P.M. Advertise. Mail notices to Property Owners 2/10/84.
11. Received Sanitary Sewer Easement Res. No. 212-1983. For the condemnation of a permanent and temporary easement for the purposes to construct, operate, control and maintain a sanitary sewer line along and across a portion of the Northeast Quarter, Section 32 and Northwest Quarter, Section 33, Township 31 North, Range 13 East, bounded on the North by a line 570± LF North of and parallel to the North Right-of-Way of Charlotte Avenue; bounded on the East by a line 200± LF East of and parallel to the East Right-of-Way of Reed Road; bounded on the South by Eastwick Drive and its Westerly extension; bounded on the West by a line 275± LF West of and parallel to the West Right-of-Way of Reed Road.(RES. 889-83).	Approved and adopted. A true copy is incorporated herein. Notice to Property Owners 2/3 and 2/10/84. Public Hearing March 1, 3:30 P.M. Advertise. Mail notices to Property Owners 2/10/84.
12. Received Sewer Construction Permit; Sturges, Griffin, Trent; 202 W. Berry Street; for Sanitary Sewers at Clinton Corners.	Approved. Issued B.O. No. 0005-84
13. Received request from Street Engineering to advertise for final public hearing on Res. No. 5957-82; Curbface walk on Violet Court from Fairfield to Hoagland.	Approved. Advertise-Notice of Assessment 2/3 and 2/10/84. Public Hearing February 23, 3:30 P.M. Mail notices 2/10/84.
14. Received the following street light petition. Lights on Cody Avenue to corners of Anthony & Cody from West of Anthony to Alley West of Anthony; need street light on pole South side of street at Alley - Cody Avenue.	Approved and ordered Street Light Engine to investigate and report.
15. Received notification from Water Resources requesting authorization from the Board for Quarter Century Club's Annual Dinner Meeting.	Approved.
16. Revised Barr Street Agreement (which replaces 11/30/83 agreement; 73-231-28) allowing Market Building Co. to utilize the eastern 34 ft. of Barr Street Market Plaza North from Wayne St. curbline to Historical Museum...as a temporary construction site for renovation of the National Mill Supply Building.	Approved. A true copy is incorporated herein.

Meeting adjourned at 9:55 A.M.

David J Kies
David J. Kiester, Chairman

Betty R. Collins
Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

FRIDAY, JANUARY 27, 1984

DEPARTMENT OF PUBLIC WORKS
Office of the Board
Room 910, City County Building
Meeting held at 3:00 P.M.

David J. Kiester, Chairman B. R. Collins, J. Wilson, Sr., Members Helen V. Gochenour, Clerk	Present
1. Letter agreement between City of Fort Wayne and Hardee's Food Systems, Inc. requesting that City not allow a median to be installed at the location of 6279 East State Street, as such a median would interfere with ingress/egress to Hardee's.	Approved. Herein Incorporated.
2. Received Agreement between architect, Eric R. Kuhne & Assoc. and the City of Fort Wayne for special services for the Rivergreenway & Waterworks Park for amount of: $3,766.73.	Approved.

Meeting adjourned at 3:15 P.M.

David J Kiest
David J. Kiester, Chairman

Betty R Collins
Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

WEDNESDAY, FEBRUARY 1, 1984

DEPARTMENT OF PUBLIC WORKS
Office of the Board
Room 910, City County Building
Meeting held at 9:00 A.M.

David J. Kiester, Chairman Present
B. R. Collins, J. Wilson, Sr., Members
Helen V. Gochenour, Clerk

1.	Received pay request for Project HES-MG-HHS-200-9(1), Construction Engineering Coliseum Blvd. Signal Interconnect - Clyde E. Williams & Associates; $9,204.93 for services from July 5, 1983 through December 31, 1983.	Approved and ordered payment from L.R.S. #13897200114431.
2.	Received pay request #2 for Water Contract No. 83-04 (A), B.O. 25-83; W.O. 63606 - West Jefferson Main Replacement; All-Star Construction & Excavating, Inc., $14,527.04 (retainage - $1,614.11).	Approved and ordered payment from City Utilities Accounting.
3.	Received pay request #2 for Water Contract No. 83-XP-4, B.O. 22-83; W.O. 63614 - Airport Drive-Ferguson Road; Land, Inc.-contractor-Invoice No. 4020 -$16,265.48 (Retainage $5,301.12).	Approved and ordered payment from City Utilities Accounting.
4.	Received pay request covering Resolution No. 5990-83 - Concrete Median Barrier 2100 N. Clinton; Gaines Constr. Co., Inc. - $12,448.80, per P. O. A-29277 (Retainage $1,383.20).	Approved and ordered payment from App. No. 1-34-002-STR-R4-431.
5.	Received Sewer Construction Permit; Public Service #3 Credit Union, 1501 Hale Avenue, for sanitary sewers at 1209 Reckeweg at Illinois Road Project; T & G Excavating, Inc., Contractor.	Approved. Issued B.O. 0007-84.
6.	Received Primary Assessment Roll from Street Engineering for Resolution No. 5969-83, Ellen Avenue with pavement and curb repair, from east property line of Lakeview Drive to West property line of Sprunger Avenue.	Approved. Advertise - Notice of Assessment 2/10 and 2/17/84. Public Hearing March 8, 1984 at 3:30 P.M. Mail Notices 2/17/84.
7.	Received Assessment Roll from Street Engineering for Resolution No. 5956-82, Oakdale Drive (Fairfield to Hoagland) B.O. No. 33-81 for sidewalks, curbs and street lighting.	Approved. Advertise - Notice of Assessment 2/10 and 2/17/84. Public Hearing March 8, 1984 at 4:00 P.M. Mail Notices 2/17/84.

8.	Received Acceptance Agreements - WPC Plant Expansion AWT C-180774-03 for: Spec Item D11/2, Phase A, and D11/7, Phase 8 - Acoustical Enclosure & Acoustical Wall for Blower #5 and Blower #8 by Gale. Spec Item D11/5 Secondary Clarifiers by Envirex, Tanks 1, 2 and 3. Spec Item D11/29, Telescopic Plug Valve by Envirex. Spec Item D11/20, Phase A - Reaeration Equipment by Mack Industries. Spec Item D11/21 Sump Pumps, Vertical Sumps and Submersible Sump Pumps by Chicago Pump and Barnes. Spec Item D11/23, Phase A; and D11/6, Phase B -- Pressure Gauges for Total of 13. Pressure gauges are by Helicoid with Ashcroft diaphragm seals. Spec Item D11/26, Sampling Pumps (Qty. 2) by Flint & Walling. Spec Item D11/27, Slide Gates for Secondary Tanks #1, 2, 3, 4, & 5. Spec Item D11/3, Phase B -- Blower Building Sump Pump by Chicago Pump. Spec Item D11/4 Isolation Base by Amber-Booth.	Approved and forwarded to Water Resources.
9.	Received Change Order No. 1; Resolution No. 5978-83 - Pontiac Place, Phase II; Gaines Construction Co., Inc.; Total contract price $70,423.00 (Increase of $2,974.75).	Approved and order sent to Common Council on February 14, 1984.
10.	Received Change Order No. 1; Resolution No. 5990-83 - Concrete Median Barrier (2100 N. Clinton); Gaines Construction Co., Inc.; Total contract price $14,882.50 (Increase $930.00).	Approved and order sent to Common Council on February 14, 1984.
11.	Received storm drainage improvement petition on Stanley Avenue from Maysville Road to Nevada Avenue. Reopening of sewer on east side of Stanley Avenue that was eliminated 2-3 years ago.	Approved. Issued B. O. #0008-84.
12.	Received pay request from Howard Needles Tammen & Bergendoff for professional engineering services in the amount of $9,009.02 for period covering October 29, 1983 through November 25, 1983; AWT Project C-180774-03, Invoice No. 65; WPC Plant Expansion.	Approved and ordered payment from City Utilities Accounting: Due by Check $7,657.67 Due by Note $1,351.35
13.	Received Driveway Applications as follows: 1403 Spy Run Avenue (Contractor Asphalt Control) 2617 Buckhurst Run (Colonial Homes/Delagrange)	Approved. Permit Issued.

14.	Received pay request covering Resolution No. 393-83, St. Joe-St. Joe Center Road; B. O. 139-83; W.O. 72731 - T&G Excavating, Inc. - FINAL payment.	Approved and ordered payment fro City Utilities Accounting.
15.	Received request from WPC Engineering for Board Order to prepare plans and specs and bid documents for construction and installation of flapgates; funded by Allen County Flood Control Board - 1984 at an estimated cost of $118,800.00.	Approved. Issued Board Order No. 0009-84.
16.	Received request from WPC Engineering regarding WALLYWOOD Storm Sewer Project, Resolution 890-83; B.O. 7-83 for approval to process change order for this project; WPC Engineering recommends accepting contractors' offer which would increase contract amount.	Approved. Approval sent back to WPC Enginee
17.	Received contract for WATERWORKS PARK at the Confluence of the Three Rivers in Fort Wayne, IN (first phase architectural and engineering documents for construction of the fountain; completed designs, estimates, and schedule for entire park development; coordination with Rivergreenway Plans). W.O. 63661, $3,074.39, services rendered in October, November and December 1983.	Approved and ordered payment fror City Utilities Accounting.

Meeting adjourned at 9:25 A.M.

David J. Kiest
David J. Kiester, Chairman

Betty R. Collins
Betty R. Collins, Member

Jack Wilson Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

WEDNESDAY, FEBRUARY 8, 1984

DEPARTMENT OF PUBLIC WORKS
Office of the Board
Room 910, City County Building
Meeting held at 9:30 A.M.

David J. Kiester, Chairman B. R. Collins, J. Wilson, SR., Members Helen V. Gochenour, Clerk	Present
1. Received payment request - Res. No. 5952-82 - Asphalt Resurfacing 3rd Councilmanic District - Brooks Construction Co., Inc - $22,722.33 from App. No. 3-95-006-595-24-431. per P. O. A-20318 (Retainage held $5,000.00)	Approved and ordered payment from App. No. 3-95-006-595-24-431.
2. Received payment request - Res. No. 394-83, B.O. 183-83, W.O. 72734 - Baer Field Air Traffic Control Tower Sanitary Sewer Extension; Scheidleman Excavating, Inc. - $18,055.79.	Approved and ordered payment from City Utilities Accounting.
3. Received payment request - Res. No. 177-83 Wells Street Project - Invoice No. 5 - T&F Construction Corp., retainage reduced from 10% to 2%; Invoice No. 11725; Retainage in the amount of $13,023.23.	Approved and ordered payment from C.D.&P.
4. Received payment request for Project M-F312 (1) Crescent Avenue Improvements from Clyde E. Williams & Associates, Inc. their Invoice No. IC-9042 in the amount of $2,006.03 for period 12-1-83 to 1-31-84.	Approved and ordered payment from LR&S No. 138-972-0006-4431.
5. Received request for approval of a Sanitary Sewer Extension agreement for LATERAL B of Res. No. 396-83, B.O. No. 176-83 - Centennial Park Sanitary Sewer Agreemnt - between Centennial Development Corporation and the City of Fort Wayne.	Approved and order sent to Common Council on February 14, 1984.
6. Received request from WPC Engineering for Board Order for Sewer Construction Permit for Summit City Investments, 3428 St. Joe Center Road, for Sanitary Sewer Extension. Upon completion of the project, a bond in the amount of 25% of the total project cost will be required.	Approved and B.O. 0011-84 issued.

7.	Received recommendation from WPC Engineering to approve request from Bercot, Inc. for a completion date extension to April 30, 1984 on Res. No. 392-83, B.O. 113-38, W.O. 72717; ITT Aerospace Storm & Sanitary Sewers.	Approved.
8.	Received Contract, Res. No. 396-1983 Centennial Park Sanitary Sewer - between Scheidleman Excavating, Inc. and the City of Fort Wayne in the sum of $159,800.40. BO176-83; WO72749.	Approved, and holding for payment bond.
9.	Received an agreement between Market Building Company and the City of Fort Wayne to allow the Market Bldg. Co. to utilize the Barr Street Market Plaza (as written herein) as temporary construction site for its renovation of the National Mill Supply Building. (Replaces 11/30/83 agreement & revised agreement; 73-231-28 & 73-262-16)	Approved. Herein incorporated.
10.	Received an agreement for Discharging Industrial Wastewater - between Stadler-Wayne Corporation and Indiana Corporation and the City of Fort Wayne.	Approved. Herein incorporated.
11.	Received payment request for Dalman Road Improvements; to Fort Wayne Board of Aviation Commissioners - Invoice No. 1, in the amount of $75,510.74; Amount represents City's share (69%) of the project cost per agreement of 7/1983.	Approved and ordered payment from LRS No. 138-972-0041-4431.
12.	Cook Road Industrial Development - W.O. 63631 - Recommendation from Water Engineering for advertisment for bids as follows:	Approved - Advertise - February 17 and February 1984 and March 2 and March 9, 1984
	Contract No. 84-XP-1 Div. A-B-C Lima-Cook-Huguenard Feeder Main	"Notice to Contractors" -Pre-bid con to be held at 1:00 P.M.EST, March 7
	Contract No. 84-W-1 - Div. I--4.0 M. Gal. Concrete Reservoir	"Advertisement for Bids" - Pre-bid c to be held at 1:00 P.M.EST, March 7
	Contract No. 84-W-2 - Div. II-High Serv. & Booster Pump Station	Bids Opened.....9:00 A.M.-March 21,
13.	Request from Paul & Virginia Brunner for acquisition of approximately one (1) acre of City land adjacent to and east of Brunners' property, namely Lot 1 in Richards Riverview Addition to the town of Cedarville.	Board will investigate and make recommendation.

Meeting adjourned at 10:45 A.M.

David J. Kiester, Chairman

Betty R. Collins, Member

Jack Wilson, Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

WEDNESDAY, FEBRUARY 15, 1984

DEPARTMENT OF PUBLIC WORKS
Office of the Board
Room 910, City County Building
Meeting held at 9:00 A.M.

David J. Kiester, Chairman
B. R. Collins, J. Wilson, Sr., Members
Helen V. Gochenour, Clerk

Present

1. Received payment request No. 25 AWT C-180774-03 Hagerman/Shambaugh for the period November 26, 1983 to December 31, 1983

Approved and ordered payment from City Utilities Accounting:

	Check	Note
Hagerman/Shambaugh	$27,947.15	$3,287.90
Lincoln Nat'l. Bank		$1,643.95

2. Received payment request - Res. 5985-83; Lafayette Street Corridor - P.O. A-28582; from Moellering Construction Co., Inc. in the amount of $7,660.36, their Invoice No. 724-05 FINAL.

Approved and ordered payment from APP. No. 1-95-008-DCI-94-431, CD&P.

3. Received payment request - Res. 386-83; Berry Street Sewer Abandonment & Interconnection Project, Division II; from Midwest Mole, Inc. in the amount of $56,162.10, their Invoice No. 308; Job No. IN83-17.

Approved and ordered payment from City Utilities Accounting.

4. Received payment request - Res. 5978-83; Pontiac Place, Phase II (Base Bid); P.O. A-26774, B.O. 149-82; Gaines Construction Co., Inc. in the amount of $2,274.97.

Approved and ordered payment from APP. No. 1-95-008-PPC-94-431, CD&P.

5. Received payment request - No. 66; AWT Project C-180774-03; from Howard Needles Tammen & Bergendoff for professional engineering services in the amount of $4,755.44 for period covering November 26 through December 23, 1983; WPC Expansion.

Approved and ordered payment from City Utilities Accounting:

Due by check	$4,755.44
Due by note	$ 839.19

6. Received Change Order No. 1 from WPC Engineering - Res. 890-1983 B.O. 7-83; Wallywood Storm Sewer; to increase the original contract price from $29,613.70 to $36,925.90 (an increase of $7,312.20).

Approved and order sent to Common Council on February 28, 1984.

7. Received Change Order No. 1; Res. 394-83; B.O. 183-1983; Baer Field West Air Traffic Control Tower; For Sanitary Sewer Extension Agreement for 65 ± L.F. of sanitary sewers to serve the air hangars; Scheidleman Excavating; Total contract price to be $25,232.43, (an increase of $2,937.30).

Approved and change order sent to Common Council on February 28, 1984.

Agreement herein incorporated.

8. Received payment request - Partial Payment No. 2 Final - Contract No. 83-01; B.O. 24-83; W.O. 63613; Maplecrest Water Tower; Neumann Company Contractors, Inc., in the amount of $5,906.42.

Approved and ordered payment from City Utilities Accounting.

9.	Received "Notice of Main Extension", Contract No. 83-07 W.O. 63608, B.O. 19-83; Hollis Lane East of Fairfield - (1983 Capital Improvement Project WE-10 C).	Approved. Order sent to Water Engineering Department to be recorded. A true copy is herein incorporated.
10.	Received "Notice of Main Extension", Contract No. 83-10; W.O. 63609, B.O. 18-83; Southern and Bellmont East of Hanna -(1983 Capital Improvement Project WE-10 D).	Approved. Order sent to Water Engineering Department to be recorded. A true copy is herein incorporated.
11.	Received "Notice of Main Extension", Contract No. 83-08; W.O. 63611, B.O. 16-83; Alpine Avenue West of Brooklyn - (1983 Capital Improvement Project WE-10 F).	Approved. Order sent to Water Engineering Department to be recorded. A true copy is herein incorporated.
12.	Received recommendation for 1984 Light Orders to be installed in 1984 amounting to $5,452.00 when monies become available as follows: STANDARD LIGHT ORDERS: 2 lights on Warsaw between Senate & McKinnie 3 lights on Sinclair between Runnion & Rumsey 3 lights on Taber between Hanna & Lafayette. 1 light on Vermont between Anthony & Kensington 1 alley light between Sherwood Terr. & S. Cornell behind 227/223 S. Cornell 2 lights on Rodenbeck between Orlando & Ludwig Park Dr.	Approved, and Light Orders sent to Street Light Engineering.
13.	Received Declaratory Resolution No. 1442-84 for condemnation of Right-of-Way for street purposes a part of the Southeast Quarter, Section 30, Township 31, Range 13 East- for Robert Street. Assessment roll received.	Approved. Advertise for Public Hearing Advertise - February 24, 1984 & March 2 Mail Notices - March 2, 1984 Public Hearing March 15, 1984 - H.I.
14.	Received Street Repair Petition for Burns, Chaddsford and Downington.	Approved and referred to Street Engineering to investigate & report. B.O. 0013-84.
15.	Received final plans and specifications for Northwest Reservoir & Pumping Station from Bonar & Associates,Inc.	Approved and to be submitted to the Indiana Environmental Management Board of the State Board of Health on 2/15/84
16.	Received payment request - Res. 392-83 B.O. 113-83 Storm & Sanitary Sewers; Cook Road Industrial Park ITT-Aerospace; from Bercot, Inc. in the amount of $53,114.73.	Approved and ordered payment from City Utilities Accounting.
17.	Received payment request - for Miscellaneous Invitational Bid - Paulding Road, 3804 Warsaw, 2307 Marcy Lane, 920 Milton, 4501 Oliver St.- under P.O. A-28673 for Simerman Construction Co., Inc., in the amount of $2,817.70.	Approved and ordered payment from APP. # 3-45-006-BWC-P4-431.

Meeting adjourned at 9:30 A.M.

David J Kiest
David J. Kiester, Chairman

Betty R Collins
Betty R. Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour
Helen V. Gochenour, Clerk

WEDNESDAY-FEBRUARY 22, 1984

DEPARTMENT OF PUBLIC WORKS
Office of the Board
Room 910, City County Building
Meeting held at 9:00 A.M.

David J. Kiester, Chairman B. R. Collins, J. Wilson, Sr., Members Helen V. Gochenour, Clerk	Present
1. Received payment request - Res. 5978-83; (Base, Alt. I & III) Pontiac Place, Phase II; from Gaines Construction Company in the amount of $6,948.81 (Retainage $1,000.00) and payment to be made in the amount of $5,948.81, per P. O. A-26774.	Approved and ordered payment from App. No. 1-95-008-PPC-94-431 - CD&P.
2. Received payment request - Contract 84-W-1 & 84-W-2; Cook Road Water Reservoir & Pumping Station for Engineering Services from Bonar & Associates, Inc. in the amount of $66,400.00, their Invoice No. 2768 dated February 14, 1984.	Approved and ordered payment from City Utilities Accounting.
3. Received payment request - Confluence Project; for Engineering Services for Improvement to St. Mary's, St. Joseph and Maumee Rivers in area of Confluence running downstream to approximately Anthony Blvd. Agreement dated 7/20/83. From Bonar & Associates, Inc. in the amount of $14,270.40, their Invoice No. 2789 dated February 15, 1984.	Approved and ordered payment from City Utilities Accounting.
4. Received payment request - REIMBURSEMENT - Res. 328-80, B.O. 16-80; Spy Run Study Area C-180599-07 for REVISED Final Payment #13 for Ground Services, Inc. - a transfer of $7,166.00 from Ground Services account to WPC Utility Account.	Approved and ordered City Utilities Accounting to transfer $7,166.00 from Ground Services, Inc. to WPC Utilities account.
5. Received Sanitary Sewer Petition on Monterey Drive and Corline Street from Lower Huntington Road inclusive to Ardis Street inclusive for the construction of Sanitary Sewers.	Approved and ordered WPC to investigate and report. Issued B.O. 0014-84
6. Received Street Light Petition for Randall Road from U. S. #24 to Covington Road. For the erection of street lights, utilizing the STANDARD installation and using aluminum poles with sodium gas lights.	Approved and ordered Street Light Engineering to investigate and report.
7. Received Street Light Petition for Reynolds Street - Roy to Lumbard and also Resurfacing of Basketball Court in playground from Roy and Reynolds to Roy and Molitor Street.	Approved Street Light Petition and ordered Street Light Engineering to investigate and report. Copy of petition for resurfacing basketball court in playground sent to Park Commissioners.

8. Received Driveway Application as follows:	Approved.
600 W. Main Street - Temporary drive approach on Van Buren Street. CONTRACTOR: Irmscher & Son.	Permit Issued.
9. Authorization has been given to WPC Maintenance to install a catch basin and complete surface restoration for Knight Leather Company, 2777 Sherman Boulevard (northwest corner of Elmer & Sherman); cost not to exceed $1,000.00.	Approved.
10. Received Contract, Res. No. 396-1983 Centennial Park Sanitary Sewer - between Scheidleman Excavating, Inc. and the City of Fort Wayne in the sum of $159,800.40 - BO-176-83; WO-72749.	Order sent to Common Council on February 28, 1984.

Meeting Adjourned at 9:20 A.M.

David J Kiest

David J. Kiester, Chairman

Betty R Collins

Betty R. Collins, Member

Jack Wilson, Sr.

Jack Wilson, Sr., Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

THURSDAY, FEBRUARY 23, 1984

PUBLIC HEARING

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910 City-County Building
Hearing held at 3:30 P.M.

David J. Kiester, Chairman
B. R. Collins, J. Wilson, Sr., Members
Helen V. Gochenour, Clerk

Present

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL.

   Improvement of Violet Court from Fairfield Avenue to Hoagland Avenue by constructing new curbface walk and underground street lighting system. Resolution 5957-82.

   Assessment Book No. 19; Pages 291, 292, 293, 294.

Approved and order sent to the Department of Finance.

Meeting adjourned at 4:00 P.M.

David J Kiester

David J. Kiester, Chairman

Betty R Collins

Betty R. Collins, Member

Jack Wilson, Sr.

Jack Wilson, Sr. Member

Attest:

Helen V. Gochenour

Helen V. Gochenour, Clerk

WEDNESDAY, FEBRUARY 29, 1984

~~DEPARTMENT OF PUBLIC WORKS~~
~~Office of the Board~~
~~Room 910 City-County Building~~
~~Meeting held at 9:00 A.M.~~

~~David J. Kiester, Chairman~~ Present
~~B. R. Collins, J. Wilson, Sr., Members~~
~~Helen V. Gochenour, Clerk~~

1. ~~Received payment request - Invoice No. 2806 - Flood Disaster Engineering Services per Agreement of 3/16/82 and supplemented by letter agreements of 10/28/82, 11/17/82 and 7/20/83, in the amount of $3,502.00, from Bonar & Associates, Inc.~~ Approved and forwarded to

See Book 74 - Page 1

2.

VERNON McMILLAN Inc.
SYRACUSE, N.Y.
G 58777
MADE IN U.S.A.